

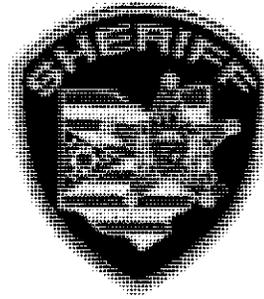
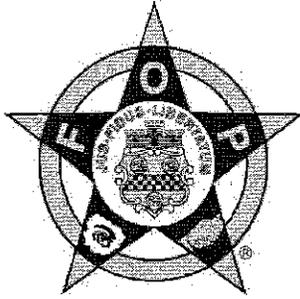


# AGREEMENT

BETWEEN

05-07-15  
14-MED-07-0913  
0312-04  
K32243

THE FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.



AND

THE CLARK COUNTY SHERIFF'S OFFICE

January 1, 2015 to December 31, 2017

NURSES

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## PREAMBLE

This Agreement is made and entered into by and between the Office of the Sheriff of Clark County (the Employer), and the Fraternal Order of Police/Ohio Labor Council, Inc. (F.O.P./O.L.C. or the Union).

This Agreement is made for the purpose of promoting cooperation and continuous harmonious relations between the Office of the Sheriff, the employees of the Sheriff's Office and their representative, the F.O.P. /O.L.C., and to comply with the requirements of Chapter 4117 of the Ohio Revised Code.

## ARTICLE 1 UNION RECOGNITION

**Section 1.1 Exclusive Representative** Pursuant to the certification of election results rendered by the State Employment Relations Board in Case No. 95-REP-03-0043 on December 20, 1995, the Employer recognizes the Union as the sole and exclusive representative for all employees in the classification of Jail Nurse.

**Section 1.2 Exclusions** The Union recognizes the following employees as being excluded from the bargaining unit: All management, confidential and supervisory employees of the Clark County Sheriff's Office and all other employees not included in the classification of Nurse.

**Section 1.3 Definitions** For the purposes of this section, a part-time employee shall be defined as one who is scheduled consistently (e.g. coverage for vacation leave, medical leaves, etc., will not be considered as being consistently scheduled) to work fifty-six (56) hours or less in a standard work period of fourteen (14) days. An intermittent employee is one who is employed on an irregular schedule for less than one-thousand (1,000) hours in any calendar year.

## ARTICLE 2 MANAGEMENT RIGHTS

**Section 2.1 Management Rights** The Union recognizes that except to the extent modified by this Agreement, the Employer has and will retain the full right and responsibility to direct the operations of the Department, including but not limited to the following:

- a. To manage and determine its overall mission, programs and services, budget, location, physical facilities, equipment, standards of services to be performed, utilization of technology and organizational structure.

- b. To manage and direct its work force including the right to supervise, evaluate and hire employees.
- c. To determine the size and composition of the work force, including the right to layoff employees.
- d. To suspend, discipline, demote or discharge for just cause, assign, transfer or promote employees.
- e. To determine the duties to be included in all job classifications, and the standard of quality and performance to be maintained.
- f. To effectively manage the work force, including the right to determine work schedule and the necessity to schedule overtime and the amount required thereof.
- g. To maintain and improve the efficiency and effectiveness of programs and service.
- h. To adopt reasonable rules and regulations, not in conflict with this Agreement, and to use judgment and discretion in directing the operations of the Department.

No exercise of these rights shall conflict with the provisions of this Agreement. If the Union believes that such conflict exists, they may challenge it through the grievance procedure.

**Section 2.2 Reservation of Rights** The Employer on its behalf retains and reserves all its rights, power, authority, duty and responsibilities confirmed or invested in it by the laws and Constitution of the State of Ohio and/or The United States of America. The exercise of any such right, power, authority, duty or responsibilities and the adoption of such rules, regulations, policies and as those apply to the employees represented by the Union, shall be limited only by the terms of this Agreement. In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain exclusively those of the Employer.

### **ARTICLE 3 SCOPE OF BARGAINING**

The parties acknowledge that during the negotiations which result in this Agreement, each had unlimited rights and opportunity to make demands and proposals with

respect to any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject referred to, or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement. The parties further agree that this Agreement represents the entire agreement between the parties.

#### **ARTICLE 4 SUSPENSION OF CONTRACT IN EMERGENCY**

In the event of any riot, civil disturbance, catastrophe, natural disaster, or other disastrous occurrences as determined and declared by the Sheriff, all provisions of this Agreement may be suspended, except those provisions establishing rates of compensation.

Once such disastrous or emergency event has ceased, there shall be a grace period, not to exceed fifteen (15) days, in which all suspended terms of this Agreement shall be re-implemented. Any disastrous or emergency event shall, however, be deemed to have ended no later than thirty (30) days after the date of the suspension of the contract, and re-implemented.

Should the Sheriff deem it necessary to declare that an emergency exists, and the terms of this contract, except for those establishing rates of compensation, are to be suspended, then the Sheriff shall notify the Union, by its officers, that an emergency has been declared and that the terms of this section are implemented. Such notification shall be in writing if possible.

Nothing in this Article shall limit the payment of premium time for time worked by an employee. During any emergency, grievance deadlines, as specified in this Agreement are extended by the length of the emergency.

#### **ARTICLE 5 DUES DEDUCTIONS**

**Section 5.1 Union Dues** During the term of this Agreement, the Employer will deduct current Union dues for Union members, provided that at the time of such deduction there is in the possession of the Employer a current written and signed authorization for the deduction of dues from the employee. Previously signed and unrevoked authorization cards shall continue to be effective until revoked in writing.

Dues deductions will be made on a monthly basis only for the exclusive representative F.O.P./O.L.C. and paid to the Union. The Union shall maintain the list of employees for whom it has submitted dues authorization cards.

Annually the Union shall set and establish the amount of dues to be deducted and the Employer shall be so notified in writing of the amount to be deducted. At no time will the Employer interfere with the establishment of, or the increase or decrease of, dues amounts.

**Section 5.2 Indemnification** The Union shall indemnify and hold harmless the Employer against any and all claims, demands, suits, or other forms of liability that arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

The Union agrees that in the event an employee(s) file action(s) challenging the fair share fee or its procedure/rebate that the Employer may cease deductions for fair share fee deduction(s) until the issue is resolved. The Union agrees to save the Employer harmless in the event of any legal controversy with regard to the application of this provision.

**Section 5.3 Miscellaneous** All dues collected from bargaining unit employees will be paid by the Employer to the Union on a monthly basis and mailed to 222 East Town Street, Columbus, Ohio 43215.

Nothing contained in this Article shall be construed to require any employee to become or to remain a member of the Union.

**Section 5.4 Fair Share Fee** All employees will have a sixty (60) days following the beginning of their employment in a bargaining unit position to either join the Union and commence paying dues or file with the State Employment Relations Board for exemption. If exemption is not granted or if the employee does not join the Union, the Employer shall deduct from that employee's payroll check a fair share fee as permitted under Ohio Revised Code Section 4117.09 (C). The amount of such fair share fee shall be determined by the Union but shall in no event exceed the amount of dues paid by employees who are Union members. The Union agrees to provide the Employer, annually, a copy of the fair share fee rebate procedure. The Union agrees that in the event an employee(s) file action (s) challenging the fair share fee or its procedure/rebate that the Employer may cease deductions for fair share fee deduction(s) until the issue is resolved.

The Union agrees to save the Employer harmless in the event of any legal controversy with regard to the application of this provision.

## **ARTICLE 6 HOURS OF WORK**

**Section 6.1 Definition** The standard work week shall be defined as eight (8) consecutive hours within a twenty-four (24) hour period. The standard work period shall be defined as 40 hours in seven (7) consecutive days. In the event either party wants to try another schedule (10/12), the parties agree to meet and discuss whether it would be feasible. If no agreement is reached, the schedule will remain unchanged.

**Section 6.2 Split Shifts Prohibited** No employee will be required to work a regular schedule that calls for the employee to work a "split shift."

**Section 6.3 Time Changes** No adjustments in schedules or pay will be made for those employees working at the time of semi-annual changes between Eastern Standard Time and Eastern Daylight-Savings Time.

**Section 6.4 Schedule Format** Work will be scheduled within the standard period to permit four (4) days off and ten (10) days of work per pay period with two consecutive days off at a time when working eight (8) hour shifts.

## **ARTICLE 7 CONFLICT OF LAWS/SEVERABILITY**

**Section 7.1 Conflict of Law** This Agreement shall supersede any statute, rule or regulation pertaining to wages, hours, terms and other conditions of employment, except where the Agreement makes no specification about a matter, the public Employer and public employees are subject to all applicable state or local laws or ordinances pertaining to wages, hours, terms, and other conditions of employment for public employees.

**Section 7.2 Severability** If any clause, sentence, paragraph, or part this agreement, or the application thereof to any person or circumstance, shall, for any reason, be judged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this agreement and the application of such provisions to any other provision, persons, or circumstances, but shall be involved in the controversy in which the judgment shall have been rendered to the person or circumstance involved.

**Section 7.3 Exclusion of Civil Service** Except as expressly otherwise provided in this Agreement or specifically excepted from the scope of collective bargaining by the provisions of the Revised Code Chapter 4117, no section of the Civil Service Laws contained in the Ohio Revised Code shall apply to employees in the bargaining unit. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

## **ARTICLE 8 SENIORITY**

**Section 8.1 Definition** Seniority will be established on the basis of full-time service time in the Clark County Sheriffs Office in the classification of Jail Nurse as included in the seniority list effective at the execution of this Agreement. Other governmental service, including service in other positions in the Sheriff's Office, will not be considered in establishing seniority.

**Section 8.2 Break in Service** The following situations shall not constitute a break in continuous service:

1. Absence while on approved leave;
2. A layoff of one (1) year duration or less;
3. A resignation where the employee is re-employed within thirty (30) days; or
4. A temporary assignment outside of the bargaining unit. However, an employee shall not accumulate seniority for any period during which a temporary assignment outside of the bargaining unit exceeds one hundred twenty (120) days.

The following situations constitute breaks in continuous service which will result in the elimination of all previously accrued seniority:

1. Discharge for just cause;
2. Retirement;
3. Layoff for more than one (1) year;
4. Failure to return to work at the expiration of an approved leave of absence;
5. Failure to respond to a recall notice within five (5) calendar days of a recall from layoff;
6. A resignation, unless the employee is re-employed within thirty (30) days; or
7. Overstaying a leave of absence unless prior written approval is received from the employer.

**Section 8.3 Tie Breakers** In cases where two or more persons started their service with the Clark County Sheriffs Office on the same date, seniority will be established by the last four digits of the employee's social security number on the date of hire. The lower number will have seniority over the higher number in such instances.

**Section 8.4 Seniority List, Objections** A seniority list shall be maintained by the Employer and shall be updated annually. A copy of the seniority list shall be posted for inspection annually. Objections to the list must be filed within ten (10) days of posting, otherwise, the list will be deemed valid.

## **ARTICLE 9 LAYOFF AND RECALL**

**Section 9.1 Reason For Layoff, Notice** Employees may be laid off as a result of a lack of work, lack of funds, or job abolishment, but only after all temporary, part-time, seasonal and intermittent employees in the Jail Nurses Division have been laid off or terminated. For purposes of this section "job abolishment" shall mean the permanent elimination of a position from the Department.

The Employer shall notify the Union and each affected employee to be laid off at least fourteen (14) days before the date of layoff and will discuss with the Union's representatives the effects of the remaining employees. Any layoff of an employee shall be instituted in accordance with the least senior employees being laid off first.

**Section 9.2 Recall List** An employee laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled in inverse order of their layoff. Any recalled employee requiring additional training to meet the position qualification in existence at the time of recall must satisfactorily complete any additional training requirements within twelve (12) months of the recall. Any training required in this section shall be at the Employer's expense.

**Section 9.3 Notice of Recall** Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided in writing by the employee to the Employer.

**Section 9.4 Return From Recall**The recalled employee shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the receipt or attempted delivery of the recall notice in which to report for duty, unless a later date is specified in the notice of recall.

**ARTICLE 10  
LABOR/MANAGEMENT COMMITTEE**

A Labor/Management Committee consisting of one (1) employee who will represent the Union and one (1) who will represent the Employer will be established. At the request of either the Employer or the Union, this Committee will meet on the first Wednesday in February, May, August and November in each year of this Agreement or at such other times as the parties mutually agree.

Agendas will be exchanged by the parties three (3) days prior to each meeting. It is understood that the Labor/Management Committee has no authority to alter or abridge the terms of the agreement, but is convened to discuss items of concern to the parties.

**ARTICLE 11  
NO STRIKE - NO LOCKOUT**

The Union agrees for itself, its representatives and its members that neither it nor they will directly or indirectly call for, instigate, sanction, or encourage a strike or any concerted work stoppage or other job action designed to impair or impede the function of the Sheriffs Office or any part thereof. The Union agrees to actively seek stoppage of any type of job action by any member of the bargaining unit and shall take whatever affirmative steps within its ability that are reasonable to end such job action.

The Employer reserves the right to take disciplinary action against those who violate this section. The Employer agrees not to lock out any member of the bargaining unit during the term of this Agreement.

**ARTICLE 12  
GRIEVANCE PROCEDURE**

**Section 12.1 Procedure** The Employer and the Union recognize that in the interest of harmonious relations, a procedure is needed whereby employees can be assured of prompt, impartial, and fair processing of their grievances. The grievance procedure shall be the exclusive method of resolving grievances as hereinafter defined. However, it is not intended that this procedure be used to effect changes in this Agreement.

**Section 12.2 Definition** The term "grievance" shall mean an allegation by an employee(s) that there has been a breach, violation, misinterpretation or improper application of this Agreement.

**Section 12.3 Procedures** All grievances must be presented at the proper step and time in progression in order to be considered at the next step. Grievances involving lost pay shall be initiated at Step 2 of the grievance procedure.

A grievance may be filed by a group of employees provided that the alleged breach, misinterpretation or improper application applies to all members in the group and further provides that each member of the group co-signs the grievance within sixty (60) days of receipt of the Chief Deputies response at Step 2.

**Step 1 Supervisor-Informal** Any employee, with or without his designated Union representative shall discuss a grievance with his immediate supervisor.

**Step 2 Sheriff** If an employee has a grievance that is not settled in Step 1, the employee must present the grievance to the Sheriff or his designated representative in writing within fourteen (14) days after the occurrence of the act or event giving rise to the alleged grievance. The grievance must specify the applicable provision(s) of the Agreement, set forth the remedy requested, and be signed by the employee. The Employer shall schedule a meeting on the grievance within fourteen (14) days. The Employer shall reply to the grievant and his union representative, in writing, within seven (7) days after its presentation.

### **Step 3 Arbitration**

a. **Appeal to and Selection of Arbitrator** If the grievance is not answered or settled in accordance with the foregoing procedures, the Union may refer the grievance to arbitration. The Union must notify the Employer, in writing, within fourteen (14) days after the Step 2 answer was received of its intent to take the grievance to arbitration. The parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. The parties shall select an arbitrator by alternately striking names from the list until one name remains. The remaining name shall be the arbitrator. The parties shall alternate making the first strike. This procedure shall be finalized within sixty (60) days of receipt of the list from FMCS. Should a party fail to strike within the sixty (60) day period, the other party shall select the arbitrator from the list provided by FMCS. The arbitrator shall be notified of his selection by a letter from the Employer and the Union requesting that he set a time and date, subject to the availability of the Employer and the Union representative. All arbitration hearings shall be held in Springfield, Ohio, (unless the parties mutually agree otherwise).

b. **Authority, Limits, and Responsibilities of Arbitrator** The arbitrator shall have no right to amend, or recommend to amend, modify, ignore, add to or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall submit, in writing, his decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this

Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding to all parties. Issues of arbitrability raised by either party at arbitration shall be decided by the Arbitrator and the decision shall be final and binding upon the parties.

- c. **Cost/Fees of Arbitrator** The fees and expenses of the arbitrator shall be equally shared by both parties. However, each party shall be responsible for compensating its own witnesses or other cost incurred, such as, the purchase of a written transcript or recording of the hearing.

**Section 12.4 Union Representation** At all steps in the grievance procedure, the employee may have a designated Union representative present. The Union representative in attendance shall not suffer any loss of pay or be entitled to any overtime pay while attending meetings or arbitration hearings.

**Section 12.5 Withdrawal and/or Settlement of Grievance** The grievant(s) may withdraw his grievance at any time by doing so in writing or by permitting the time requirements to lapse without further appeal. The parties may settle and/or compromise any grievance on mutually agreeable terms provided that any such settlement shall be deemed to have been made on a "no precedent" basis and further provided that the designated Union representative shall be notified of and permitted to attend any meeting between the Employer and the grievant concerning settlement.

**Section 12.6 Consolidation of Grievances** Two (2) or more grievances may not be joined or consolidated for hearing by an arbitrator except upon the express mutual agreement of the parties.

**Section 12.7 Time Limits** The parties may by mutual agreement waive any steps or any of the time limits of this Article. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension there of, it shall be considered settled on the basis of the Employer's last answer.

**Section 12.8 Pre-arbitration Meetings** Either party may request, in writing, a pre-arbitration meeting and a meeting shall be conducted. Such meeting shall be for the purpose of meeting to discuss the merits of the grievance, to exchange lists of witnesses (with a description of testimony expected), and to exchange copies of any documents expected to be used in the arbitration hearing. Requests for such meeting shall be in writing and presented/served on the other party at least thirty (30) calendar days after the Step 2 written answer. A meeting shall be scheduled for a date no later than fourteen (14) days after receipt of request for a pre-arbitration meeting, unless the parties agree otherwise.

**ARTICLE 13**  
**DISCIPLINE/PERSONNEL RECORDS**

**Section 13.1 Just Cause** No employee having completed his probationary period shall be disciplined or discharged except for just cause.

**Section 13.2 Form of Discipline** Disciplinary action may include (a) verbal warning; (b) written warning; (c) working suspension; (d) loss of vacation; (e) suspension without pay; (f) reduction in pay; (g) discharge from employment.

**Section 13.3 Progressive Discipline** Except in situations of gross employee misconduct or conduct warranting more severe discipline, the Employer shall discipline employees in accordance with the principle of progressive discipline.

**Section 13.4 Predisciplinary Process** Before any employee is suspended, or discharged from employment, the employee shall have the right to have a fair hearing with the Employer or his designee for the purpose of receiving from the Employer the reason for the proposed suspension, or discharge, and to explain to the Employer his version of the facts giving rise to the proposed discipline. The employee may choose to: 1) appear at the hearing to present an oral or written statement in his defense; or 2) appear at the hearing and have a chosen representative present an oral or written statement in defense of the Employee; or 3) elect in writing to waive the opportunity to have a pre-disciplinary hearing. Failure of the Employee to elect and exercise one (1) of the three (3) options will serve as a waiver of the Employee's right hereunder to a pre-disciplinary hearing. The employee may request to have his Union representative in attendance at such hearing. The employee will not be entitled to compensation for attending this hearing unless the hearing is scheduled during his or her shift.

**Section 13.5 Appeal of Discipline** Any disciplinary action may be grieved through the grievance/arbitration procedure, however, verbal warnings and written reprimands are grievable only to Step 2 of the grievance procedure herein and will not be subject to arbitration.

**Section 13.6 Record of Discipline** Oral and written warnings will cease to have force and effect twelve (12) months after the effective date of the warning(s) upon request providing there is no intervening disciplinary action during the twelve (12) month period. Records of loss of vacation or records of suspension will cease to have force and effect twenty-four (24) months after the effective date of the disciplinary action providing there is no intervening disciplinary action during the twenty-four (24) month period.

**Section 13.7 Inspection of Personnel Files** Any bargaining unit member shall have the right to inspect his/her personnel file, except material which may not be disclosed in accordance with Chapter 1347 of the Ohio Revised Code, upon reasonable notice to the custodian thereof. Such access to personnel files shall be within two (2) working days

or as soon as possible. The member has the right to provide written authorization for a Union representative to act for the member in requesting access to the personnel file and in reviewing said file. Anyone inspecting a member's file shall sign indicating he/she has reviewed the file.

Upon request, an employee shall be given a copy of any written disciplinary action or evaluation placed into his personnel file, except as provided herein. An employee shall be permitted to insert written clarification or explanatory memorandums and attach such memorandum to the material found in the employee's personnel file.

The members file shall not be made available to any person or organization other than the Employer without the employee's express written authorization unless pursuant to court order, subpoena or request made pursuant to the Ohio Public Records Act.

## **ARTICLE 14 OVERTIME**

**Section 14.1 Overtime Compensation, Computation** Any time an employee is required to work in excess of forty (40) hours in a seven (7) day work week determined by the Employer, that employee will receive compensation for time in excess of those limits at the rate of one and one-half times the employee's normal rate of compensation. Sick leave, vacation leave, authorized leave other than holidays/personal leave, periods of suspension and absences shall not be considered as hours worked during the standard work period, which such absences occur, and are not to be considered in computing overtime.

**Section 14.2 Compensatory Time** In lieu of overtime compensation, the Employer may credit employees compensatory time (comp time) which time will be credited at the rate of time and one-half for each hour worked provided that the total number of comp time hours shall not exceed eighty (80) hours . Any employee who wishes to use hours from his comp-time bank shall make written notice to his immediate supervisor in advance of the time requested for the actual leave. Such leave may be granted if sufficient manpower is available to permit comp time leave. If sufficient manpower is available, the supervisor may assign employees off on comp time. Up to thirty (30) hours may be cashed out annually and shall be paid in December of each year of the contract to those qualifying and applying and paid by a separate check.

**Section 14.3 Call-In** When an employee is called in to work, at times other than abutting their scheduled work hours, the employee will be paid a minimum of three (3) hours call-in pay at the appropriate rate of pay.

## **ARTICLE 15 SICK LEAVE**

**Section 15.1 Sick Leave Earned** Sick leave is credited in the amount of 4.6 hours per pay period in which the employee receives 80 hours pay, or prorated for pay periods with less than 80 hours pay. Sick leave can be accrued indefinitely.

**Section 15.2 Sick Leave Conversion at Retirement** Upon retirement, a bargaining unit employee may convert to pay up to 320 hours of his/her accumulated sick leave.

**Section 15.3 Use of Sick Leave** Sick leave may be granted to an employee for the following reasons:

- a. Illness of or injury to the employee or a member of his/her immediate family (In case of a member of the immediate family not living in the same household, their supervisor may credit sick leave when he believes it justified, but such cases will be carefully investigated).

Death of a member of his/her immediate family. Sick leave usage is limited to a maximum of five (5) working days unless extended with the consent of the employee's supervisor.

- b. Medical, dental, optical examination or treatment of and employee or a member of his/her immediate family.
- c. If a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the employee; or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
- d. Pregnancy and/or childbirth and other conditions related thereto.

**Section 15.4 Immediate Family** The definition of immediate family shall include the employee's spouse, child, parent or family member for whom the employee is a primary caregiver of the following: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, grandchild.

**Section 15.5 Reasonable Use for Sick Leave** Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud may result in dismissal, or other disciplinary action, and a refund to the county for salary or wages paid to the former employee, in an amount not to exceed the amount of benefits paid to the employee, that are determined to be fraudulent.

**Section 15.6 Justification of Sick Leave** The employee shall furnish a satisfactory written statement to justify the use of sick leave. If absence due to illness or injury exceeds three (3) consecutive working days, the Employer requires the employee to obtain a certificate from a physician. If medical attention is required, a certificate stating the nature of the illness or injury from a licensed physician shall be required to justify the use of sick leave. The failure to present such a certificate or written signed statement to the Employer shall result in loss of pay for the time absent. When sick leave is requested to care for a member of the immediate family, the Employer requires a physician's certificate to the effect that the presence of the employee is necessary to care for the ill member of the employee's immediate family. Evidence of sick leave shall be submitted immediately upon return to work.

**Section 15.7 Sick Leave Abuse** Any employee fraudulently obtaining sick leave, or anyone found falsifying sick leave records, shall be subject to disciplinary action in accordance with policies of the Department. Altering a physician's certificate or falsification of a written signed statement shall be grounds for immediate dismissal. The Department retains the right to investigate an employee's absence.

All employees, the Union and the Employer recognize that abuse or misuse of sick leave is of mutual concern and that all parties recognize their responsibility to use sick leave only for legitimate uses.

Sick leave abuse/pattern of abuse of misuse of sick leave is the use of sick leave for any purpose other than for that for which it was intended or provided.

Consistent periods of sick leave usage may indicate a pattern of abuse, for example (but not limited to):

1. Before or after holidays without a doctor's excuse;
2. Before or after vacation/weekends or scheduled days off without medical justification;
3. Continued long term pattern of maintaining a zero or near zero sick leave balance without medical justification;
4. Absence following overtime or off duty assignment without medical justification;
5. Three (3) or more incidents of usage within any sixty (60) day calendar period without medical documentation. For the purposes of this Section, an incident of sick time use is any single block of time for which sick leave was utilized;
6. Fraudulent use of sick leave documentation such as altering a physician's certification or statement;

7. Other facts which may demonstrate abuse/misuse.

Anytime the Employer or his designee considers or believes that an employee may be abusing sick time they will notify the employee in writing. The employee will be advised that any future usage of sick time for the next ninety (90) calendar day period or other reasonable period will require a written statement from a medical practitioner. Absent a medical excuse, sick time may be denied and the employee may be subject to disciplinary action including insubordination.

When unauthorized sick leave abuse and/or misuse is substantiated, the Employer may initiate corrective and progressive discipline warranted in accordance with the principles of progressive discipline according to the severity of the incident(s).

The notice period does not preclude or limit the Employer from issuing discipline for future incidents of abuse/misuse of sick leave.

**Section 15.8 Annual Sick Leave Conversion**

By June 1 and December 1 of each year calendar year, each employee who has at least 400 hours of accumulated sick leave may submit a written request to convert up to a total of 40 hours of accumulated sick leave on each date (with no more than 80 total hours annually) to a cash payment, providing that the employee's sick leave balance does not drop below 400 hours. Such cash payments shall be made in the second pay period in June and December of each calendar year. Sick time conversion shall be paid by a separate check.

**Section 15.9 Mark Off**

When an employee is unable to report to work, the employee shall notify the employee's immediate supervisor or other designated person at least two (2) hours (unless extenuating circumstances prohibit doing so) prior to the time the employee is scheduled to report to work on each day of absence, unless other arrangements are made with the employee's supervisor.

**ARTICLE 16  
INSURANCE COVERAGE**

**Section 16.1 Medical Insurance**

The health insurance benefits plan will include coverage for hospitalization, diagnostic services, prescriptions, office visits, and mental health services under the terms of a plan applicable to the Board of County Commissioners.

Full family and single dental coverage will be provided under the terms of a plan applicable to employees of the Board of County Commissioners.

All benefit payments, annual, or service deductibles, co-payments and other costs to employees (with the exception of contributions listed herein) shall be the same as those applicable to employees of the Board of Commissioners. An IRS Article 125 plan shall be made available to employees so that employee paid premiums are made on a pre-tax basis.

Bargaining unit employees accepting insurance provided by Clark County shall pay the following percentage of the applicable premiums:

2015: 10 %

2016: 10 %

2017: 12%

In no event will bargaining unit employees pay more than other employees funded through the General Fund.

During the term of this Agreement, the parties will discuss the implementation of a health wellness program.

**Section 16.2 Changes to Coverage/Rates** If premium rates increase over the course of this Agreement, the parties agree to meet and discuss regarding the increase in premium cost for the purpose of discussing alternatives to maintain cost control, including, but not limited to, alternate insurance coverage and/or alternate means of providing coverage. The Union recognizes the right of the Employer to secure alternate insurance carriers and to modify insurance coverage, which measures may be used to maintain or lessen premium costs.

It is further agreed and understood that during the term of this Agreement, that individual carriers/providers may, through no fault of the County, Union, or employees cease coverage. Should such occur, any employee adversely affected shall be given the opportunity to enroll with an alternative carrier or alternative coverage.

Additionally, it is agreed and understood that during the term of this Agreement that specific carriers/providers under the plan may unilaterally institute payments or conditions which modifications will be required for subscription to that carrier/provider. All such changes will be reviewed by the insurance committee.

**Section 16.3 Life Insurance** The Employer will provide, at no cost to the employee, life insurance coverage and accidental death and dismemberment coverage in the total amount of \$20,000.00 (\$10,000.00 life and \$10,000.00 AD&D). Such term insurance shall be converted to individual policies at the time an employee retires or terminates his

employment with the County. Additional life insurance is available through payroll deductions.

## **ARTICLE 17 TRAINING**

**Section 17.1 Required Attendance** When attendance is required by the Employer, a member may be allowed time off from his position without loss of pay for the purpose of taking work-related educational courses or training at an approved educational institution.

It is understood and agreed that it is the employee's responsibility to maintain all certifications and licenses required for their position and that loss of such may be grounds for dismissal at the discretion of the Employer.

**Section 17.2 Coursework** Any classes or training session required by the Employer, including but not limited to NCCHC training, will be paid for by the County. Any member attending training sessions required by the Sheriff will be paid the applicable rate of pay for the time in the training session.

Any classes or training required by statute or regulation or necessary for a member to retain or secure certification or required by an agency or department other than the Sheriff's Office, shall not be considered time worked, except when the Employer schedules the employee to attend the training during the employee's normal work hours.

**Section 17.3 Tuition Reimbursement** Formal education received at recognized colleges and universities is recognized as an asset to the employee and the Department. In an effort to promote the accumulation of knowledge and skills these institutions offer, a Tuition Reimbursement Program is offered to defer the cost of job-related courses. In order to be eligible, the employee must have completed one (1) year of service with the Sheriff's Office.

The program is as follows and will be adopted for college training.

1. A request form will be filled out stating the school, probable cost per credit hour and starting date. The request form shall be submitted no later than October 31<sup>st</sup> of the year preceding the year in which the funds will be expended by the Sheriff's Office.
2. The employee will state the relationship of the course to the work he/she performs in their position or that of another position covered by this agreement.
3. If the Sheriff agrees, he will then certify the applicability of the course to the employee's work. Denial of tuition reimbursement for RN certification is arbitrable.

All other denial is subject to the grievance procedure but not the arbitration procedure.

4. The Sheriff will then certify the budget the category the money will be drawn from and submit the form to the County Administrator for approval.
5. No County funds will be paid for any expenses incurred for college training except books and tuition.

If the following conditions are met, then payment will be processed:

1. The employee must complete the course with a 2.0 average. Reimbursement will be computed by the formula of grade point average x 25 = % of reimbursement.
2. A copy of the grade report or the certificate is submitted to the Sheriff
3. Proof is submitted that a minimum of 75% attendance at classes is met. This can be accomplished with signatures and dates by the course instructor.
4. Reimbursement will be at a rate per class hour not to exceed the rate charged per class hour at "The Ohio State University".

An employee who leaves employment with the Employer within two (2) years of completing a course for which he was reimbursed shall be obligated to repay the Employer in full, by way of the employee's last check, for any such reimbursed tuition expenses. On the initial request form, the employee shall authorize the Employer to deduct some or all of the reimbursed tuition expenses from the employee's final paycheck.

**Section 17.4 Continuing Education Units (CEU'S)** CEU'S required for maintaining certification will be reimbursed.

**Section 17.5 Licensing Fee's** All fees associated with mandatory licensing from the State of Ohio Nursing Board will be reimbursed by the Sheriff.

## **ARTICLE 18 LEAVE WITHOUT PAY**

**Section 18.1 Period of Leave** The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reason(s) of the employee, including maternity leave. Such leave may not be renewed or extended beyond six (6) months.

**Section 18.2 Special Purpose Leave** Leave may be granted for a maximum period of two (2) years for the purposes of education, training, or specialized experience which would be of benefit to the Employer by improved performance at any level, or for voluntary service in a governmentally-sponsored program of public betterment. Although a denial of a request for a leave of absence under this section is subject to the grievance process, neither the employee nor the Union may advance the final decision of the Sheriff to Arbitration.

**Section 18.3 Approval of Leave** With the exception of leave without pay under the Family and Medical Leave Act, the granting of any leave is subject to the approval of the employee's supervisor and the Sheriff. Except for emergencies, employees will advise their supervisor thirty (30) days prior to the commencement of the desired leave so that the various functions may proceed properly.

**Section 18.4 Return From Leave** With the exception of any employee returning from an approved leave of absence under the Family and Medical Leave Act, an employee returning from an approved unpaid leave will have no right to return to their prior shift and assignment. Instead, such employees will be assigned to any vacancy.

**Section 18.5 Early Return / Failure to Return** An employee may return to work before the scheduled expiration of leave if requested by the employee and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved leave of absence, a report of "failed to return from leave" is made unless an order for removal is appropriate, or if the employee is placed on disability leave.

## **ARTICLE 19 MATERNITY LEAVE**

**Section 19.1 Length, Use of Paid Leaves** An employee who becomes pregnant shall be entitled to maternity leave of absence, without pay, for personal reasons as described in Article 18. The employee may elect to use any or all accrued sick leave, vacation leave or any other accrued paid leave time before going on maternity leave. Sick, vacation, or other paid leaves used shall count toward the six (6) month period.

**Section 19.2 Involuntary Leave** If the Sheriff believes that an employee's pregnancy is inhibiting the usual performance of her duties, he may require that the employee begin sick leave at an earlier date than selected by the employee. The employee may appeal such an action via the grievance procedure provided that medical data supporting the employee's case must accompany the grievance.

**Section 19.3 Leave Accumulation** An employee on maternity leave does not earn sick leave or vacation credit.

**Section 19.4 Cancellation of Leave** When non-Family Medical Leave Act covered maternity leave is granted and it is found that the leave is not actually being used for such purpose, the Sheriff may cancel the leave and direct the employee to report for work by giving written notice to the employee by registered mail or witnessed hand delivery.

## **ARTICLE 20 DISABILITY LEAVE**

**Section 20.1 Reasons for Disability Leave** A physically or mentally incapacitated employee may request a disability leave. A disability leave may be granted when the disability continues beyond accumulated sick leave rights and provided the employee is:

1. Hospitalized;
2. on a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution, or;
3. is declared incapacitated for performance of the duties physician of the position by a licensed physician or chiropractor or psychiatrist.

**Section 20.2 Reinstatement** Reinstatement rights upon granting of disability leave extend for three (3) years if the employee does not obtain a disability retirement benefit from the Ohio Public Employees Retirement System. If the employee obtains a disability retirement benefit from the Ohio Public Employees Retirement System, the employee shall have reinstatement rights consistent with R.C. 145.362. Upon reinstatement from a disability leave, an employee will be returned to the same or similar position. Any appointment to a position vacated by an employee on disability leave will be on a temporary basis, and the person accepting such a position must be made aware of its temporary nature. Should the employee returning from leave be reinstated in another position, the status of the temporary appointee will be determined by the Employer. The affected person shall be considered for open positions.

**Section 20.3 Use of Personal Leave** A disabled employee may first be granted a personal leave of absence without pay. However, should the disability continue beyond the expiration date of that leave of absence, the employee may request and be granted a disability leave, provided that the conditions mentioned above are met.

**Section 20.4 Reinstatement Procedures** An employee who has been granted a disability leave is to be reinstated within thirty (30) days after making written application and passing a medical examination showing full qualifications to perform the duties of the position. This examination will be paid for by the County.

**Section 20.5 Disability Separation/Retirement** An employee whose disability prevents reinstatement from disability leave may wish to apply to the Public Employees Retirement System (PERS) for a disability retirement. Should a disability retirement be approved, such a separation from county service will be properly reported to the appointing authority.

**Section 20.6 Failure to Return** An employee who does not return from disability leave, and who does not take a disability retirement, or formally resign, will be terminated at the end of the approved leave by means of a personnel action designated as "failure to return from disability leave."

## **ARTICLE 21 HOLIDAYS**

**Section 21.1 Holidays** The following days are recognized as holidays for full-time employees and will be governed by the procedures set forth in this Article:

- |                                  |                           |
|----------------------------------|---------------------------|
| 1. New Year's Day                | January 1 <sup>st</sup>   |
| 2. Martin Luther King's Birthday | 3rd Monday in January     |
| 3. President's Day               | 3rd Monday in February    |
| 4. Memorial Day                  | 4th Monday in May         |
| 5. Independence Day              | July 4 <sup>th</sup>      |
| 6. Labor Day                     | 1st Monday in September   |
| 7. Columbus Day                  | 2nd Monday in October     |
| 8. Veteran's Day                 | November 11 <sup>th</sup> |
| 9. Thanksgiving Day              | 4th Thursday in November  |
| 10. Christmas Day                | December 25 <sup>th</sup> |

In the event that any of the aforementioned holidays fall on a Sunday, the Monday immediately succeeding shall be observed as a holiday. In the event that any of the aforementioned holidays fall on a Saturday, the Friday immediately preceding shall be observed as a holiday.

**Section 21.2 Holidays for Seven (7) Day Operations** Due to the fact that the Sheriff's Office contains functions and responsibilities that must be maintained on a seven (7) days a week basis, those full-time employees who are assigned to those areas requiring seven (7) day staffing will be granted holiday compensation according to the following procedures:

1. All full-time employees working eight (8) hour shifts have an account established at the beginning of each year, which provides for 104 hours of personal leave. Beginning January 1, 2016, eligible employees will be credited forty-eight (48) hours of personal leave on January 1 of any given year of the agreement. Eligible

employees will be credited the remaining fifty-six (56) hours of personal days on July 1 of any given year.

2. In no case will this personal leave be accrued in excess of 208 total hours in an employee's bank
3. The record of the amount of time available and used during the year will be maintained by the Employer.
4. Personal days may be scheduled on a listed holiday subject to the approval of the supervisor and jail commander.
5. Upon separation, termination, retirement, or resignation, no personal leave hours that remain unused will be paid out.

## **ARTICLE 22 VACATION**

**Section 22.1 Vacation Accumulation** All employees first hired full time before January 1, 2013 shall earn annual vacation leave according to their number of years of Sheriff's Office service with the Sheriffs Office as follows:

1. Less than 1 year of service completed: No vacation.
2. 1 or more years of service, but less than 5 years completed: 80 hours (10 working days).
3. 5 years of service, but less than 10 years completed: 120 hours (15 working days).
4. 10 years of service, but less than 15 years completed: 160 hours (20 working days).
5. 15 years or more but less than 25 years of service completed: 200 hours (25 working days).
6. 25 years or more of service completed: 240 hours (30 working days).

All employees first hired full time after January 1, 2013 shall earn annual vacation leave according to their number of years of Sheriff's Office service with the Sheriff's Office as follows:

1. Less than 1 year of service completed: No vacation.

2. 1 or more years of service, but less than 8 years completed: 80 hours (10 working days).
3. 8 years of service, but less than 15 years completed: 120 hours (15 working days).
4. 15 years of service, but less than 25 years completed: 160 hours (20 working days).
5. 25 years or more of service completed: 200 hours (25 working days).

The above service requirement need not be continuous. However, completion of a total of one (1) year service is required before eligibility for any vacation leave is established.

### **Section 22.2 Pay Period Credit**

Vacation shall be credited each bi-weekly pay period at the following rates:

1. 3.1 hours per pay period for those entitled to 80 hours vacation per year.
2. 4.6 hours per pay period for those entitled to 120 hours vacation per year.
3. 6.2 hours per pay period for those entitled to 160 hours vacation per year.
4. 7.7 hours per pay period for those entitled to 200 hours vacation per year.
5. 9.2 hours per pay for those entitled to 240 hours vacation per year.

**Section 22.3 Part-Time Service** Part-time service with the Employer is counted for the purpose of determining length of service on a pro-rated basis of hours worked while on part-time status.

**Section 22.4 Scheduling** Vacation requests of less than 1 week must be made at least 48 hours before the leave is scheduled to commence. If an employee is disabled, they may use their accumulated vacation during the time of the illness. This leave must be requested on the approved Departmental forms or by letter before it will be approved. Except as otherwise provided in this Section, vacations should be scheduled as early as possible in the calendar year. During the term of the contract, management will retain the right to approve or disapprove the employee's request for vacation leave based upon the manpower needs of the Employer. Assignment to vacation will only be made when the employee is in a use or lose situation. Use or lose notice will be made to the employee at least two (2) weeks in advance of the employee being assigned to vacation. An employee may accumulate and carry over vacation earned in the employee's most recent three (3) years of service. The employee will be considered in a use or lose situation when the accumulated carry over and the vacation earned in the present year would exceed the maximum carry over for the next year.

**Section 22.5 Conversion on Separation/Death** Upon separation in good standing from the Sheriff's Office service, an employee is entitled to compensation for any earned, but unused vacation leave credit at the time of separation, provided the employee has more than one (1) year of service. Payment will be made at the employee's current rate of pay. In the case of an employee's death, any earned but unused vacation leave shall be paid to the day of death to the deceased employee's estate in accordance with applicable probate statutes.

**ARTICLE 23  
WAGES**

**Section 23.1 Wage Scales**

Each step on the wage scale represents the completed year of service as a Nurse with the Clark County Sheriff's Office. Employees will advance to the next succeeding step in accordance with their anniversary dates of hire.

A. Employees will be paid according to the following wage scale.

1. Effective January 1, 2015, rates of pay for bargaining unit employees shall increase by 2% and shall be as follows:

LPN	Entry	2 Yrs	4 Yrs	6 Yrs	8 Yrs	10 Yrs
HOURLY	\$18.26	\$19.18	\$20.13	\$21.13	\$22.20	\$23.31
ANNUALLY	\$37,980.80	\$39,894.40	\$41,870.40	\$43,950.40	\$46,176.00	\$48,484.80

RN	Entry	2 Yrs	4 Yrs	6 Yrs	8 Yrs	10 Yrs
HOURLY	\$20.66	\$21.80	\$22.89	\$24.03	\$25.22	\$26.49
ANNUALLY	\$42,972.80	\$45,344.00	\$47,611.20	\$49,982.40	\$52,457.60	\$55,099.20

2. Effective January 1, 2016, rates of pay for bargaining unit employees shall increase by 2% and shall be as follows:

LPN	Entry	2 Yrs	4 Yrs	6 Yrs	8 Yrs	10 Yrs
HOURLY	\$18.63	\$19.56	\$20.53	\$21.55	\$22.64	\$23.78
ANNUALLY	\$38,750.40	\$40,684.80	\$42,702.40	\$44,824.00	\$47,091.20	\$49,462.40

RN	Entry	2 Yrs	4 Yrs	6 Yrs	8 Yrs	10 Yrs
HOURLY	\$21.07	\$22.24	\$23.35	\$24.51	\$25.72	\$27.02
ANNUALLY	\$43,825.60	\$46,259.20	\$48,568.00	\$50,980.80	\$53,497.60	\$56,201.60

3. Effective January 1, 2017, rates of pay for bargaining unit employees shall increase by 2% and shall be as follows:

LPN	Entry	2 Yrs	4 Yrs	6 Yrs	8 Yrs	10 Yrs
HOURLY	\$19.00	\$19.95	\$20.94	\$21.98	\$23.09	\$24.26
ANNUALLY	\$39,520.00	\$41,496.00	\$43,555.20	\$45,718.40	\$48,027.20	\$50,460.80

RN	Entry	2 Yrs	4 Yrs	6 Yrs	8 Yrs	10 Yrs
HOURLY	\$21.49	\$22.68	\$23.82	\$25.00	\$26.23	\$27.56
ANNUALLY	\$44,699.20	\$47,174.40	\$49,545.60	\$52,000.00	\$54,558.40	\$57,324.80

B. The Charge Nurse will be paid 16% more than a top paid RN.

Charge Nurse	2015	2016	2017
HOURLY	\$ 30.73	\$ 31.34	\$ 31.97
ANNUALLY	\$ 63,918.40	\$ 65,187.20	\$ 66,497.60

## ARTICLE 24 MISCELLANEOUS

**Section 24.1 Copies of Agreement** Copies of this Agreement will be made available to all bargaining unit employees and the Sheriff. Costs incurred in the printing of this Agreement for distribution will be split 50/50 by the Employer and the Union.

**Section 24.2 Definition of Days** Unless otherwise indicated, the term "days" as used in this Agreement shall mean calendar days.

**Section 24.3 Plural, Gender** Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine gender it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

### **Section 24.4 Definition of Probationary Employee**

As used in this Agreement, the term "probationary employee" shall mean an employee serving his first year of employment as a Jail Nurse. Any probationary employee who completes his first ninety (90) days of employment, may use the grievance procedure contained in this Agreement except to challenge discipline or discharge, which shall remain in the sole and absolute discretion of the Employer until the employee's probationary period is successfully completed.

**Section 24.5 Uniform and Shoe Allowance** Each member will be given an allotment of three hundred dollars (\$300.00) a year to which they will use towards purchasing and maintaining uniforms and shoes. This allotment will be given to each employee the first pay period of March of each year.

All members of this Agreement will be required to wear the uniform or a uniform as described by the Employer. The Employer retains the sole discretion in determining whether the employee(s) is in compliance with regard to uniforms.

Uniforms will be kept clean and in good repair by the employee. Upon separation from employment, all uniforms and equipment will be returned to the Sheriff or his representative before terminal pay is issued.

Uniforms that are damaged in the course of their duties shall be repaired or replaced by the Employer at no cost to the employee.

Should the Employer determine that a uniform or any part of the uniform needs to be changed, the initial replacement shall be at the Employer's expense.

**Section 24.6 Union Leave** One (1) local Union representative or designee, from the Sheriff's Office shall receive Union leave with pay for up to eighty (80) hours per Agreement year to attend the Annual State meeting and to attend to Union business. The shift supervisor shall be notified, in writing, advising use of these hours. Such notice shall be submitted at least seven (7) days prior to the dates required. At no time shall more than one representative use any Union Leave concurrently with another representative. This section is intended to mean that any elected or appointed Union Representative(s) or Designee(s) is/are able to use any of the Union Leave up to eighty (80) hours.

## **ARTICLE 25 RESIDENCY**

**Section 25.1 Residency Requirement** All employees shall be residents of Clark County, Ohio, or a contiguous county, throughout their employment as nurses. Failure to comply with this requirement shall result in disciplinary action up to and including termination from employment. Newly hired employees must comply with the above requirement by no later than twelve months from the date of employment. In the event that an employee fails to comply with the above requirement despite efforts to be a resident of Clark County or a contiguous county, the Employer at its discretion may provide the employee with an extension to comply with the residency requirement.

**Section 25.2 Use of County vehicles** Any vehicle which is the property of Clark County, Ohio, and is used by a Clark County, Ohio employee must remain in the county unless being used for official business and may not be taken to the residence of the employee if that employee resides outside of Clark County, Ohio.

**ARTICLE 26**  
**SHIFTS AND ANNUAL SHIFT SELECTION**

**Section 26.1 Shifts** The Employer shall establish the starting and ending times of each shift as needed to efficiently operate the Department.

The Employer shall have the right to establish different work schedules for employees which shall be temporary in duration (no more than forty-five (45) calendar days per year).

**Section 26.2 Annual Shift Selection** Barring emergency conditions, which would be temporary in duration, or individual employee disciplinary action, employees, by seniority, will choose a specific slot on a particular shift.

When an employee has his shift assignment changed as described above in section 26.1, he will be given three (3) days prior notice before such change takes effect.

A chart will be posted within each division indicating the number of "slots" currently allotted to each shift. Each slot will be identified by the days off assigned to it. It is understood that due to the special staffing problems associated with some operations the Employer may distinguish between male and female slots based upon bonafide needs.

**Section 26.3 Posting of Seniority List** A list of employees assigned to the unit, listed in order of their seniority with the Department, will be posted by the chart. Employees assigned to that particular unit will claim a slot within the unit in order of seniority. Shift selection is to be an annual process in January of each year.

**ARTICLE 27**  
**IMMUNIZATIONS**

Management will provide all potentially affected bargaining unit members the opportunity to receive a series of three (3) hepatitis "B" shots and blood testing at a site negotiated by management. Those employees electing to receive immunization are personally responsible for making sure that all three shots are received within a reasonable period. Failure to receive all three shots within a reasonable period may result in employee having to reimburse the County for the cost of immunization. Medical exceptions prohibiting employees from receiving all three shots will be based on a case by case basis. All employees will have to undergo a booster shot for tetanus within six (6) months of the signing of this contract or show proof of a current certification of immunization.

Employees will be given the opportunity to receive periodic immunization shots as recommended and/or required under the law.

**ARTICLE 28  
SAFETY**

**Section 28.1 Safety Responsibilities** It is the responsibility of management to provide safe working conditions, equipment and working methods for their employees. Management will make sure that its employees are aware of all safety rules. It is the responsibility of all members of this unit to comply with and promote safe working conditions.

**ARTICLE 29  
PAY ADJUSTMENTS**

**Section 29.1 Pay Level Adjustments** If an employee is temporarily assigned to duties of a position with a higher pay range, the employee shall be eligible for a working pay level adjustment. This pay adjustment will be to the rate for the salary range of the higher classification. Employees working in this capacity must work in the capacity for more than five consecutive days before earning this rate retroactive to the first day. LPN's will not be eligible to work as a charge nurse.

**Section 29.2** The Charge Nurse receives and responds to phone calls, e-mails, and text messages on their off duty time on a regular basis and shall receive seventy-five dollars (\$75.00) per month, which represents a reasonable estimate of the amount of money they would be owed for their hourly rate for the time they are expected to respond to phone, e-mail, and text message inquiries on their off duty time. Responses shall be made within a reasonable amount of time upon receipt of the message.

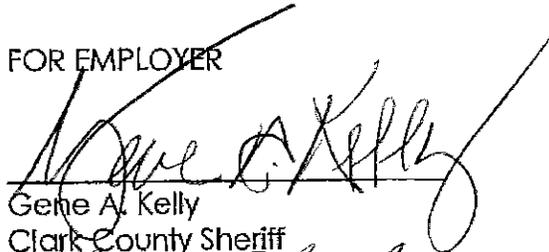
**ARTICLE 30  
TERM OF AGREEMENT**

This Agreement shall be in full force and effect commencing January 1, 2015 through December 31, 2017. The Employer or exclusive representative desiring to terminate, modify or re-open an existing collective bargaining agreement or negotiate a successor collective bargaining agreement shall, nor less than 75 days not more than 120 days prior to the expiration date of the existing agreement, service written notice, electronically, to the other party with a copy of notice to the State Employment Relations Board of their intent to negotiate, modify or adjust the present agreement, in a manner as provided for by 4117 Ohio Revised Code.

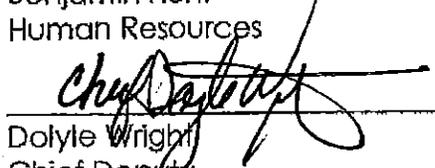
**SIGNATURE PAGE**

IN WITNESS THEREOF, THE PARTIES HERETO have ratified and executed this Agreement at Springfield, Ohio this 22 day of April, 2015.

FOR EMPLOYER

  
Gene A. Kelly  
Clark County Sheriff

  
Benjamin Hunt  
Human Resources

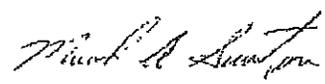
  
Dohyle Wright  
Chief Deputy

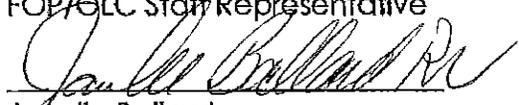
  
Nathan Kennedy  
Clark County Administrator

APPROVED AS TO FORM:

  
Jeffrey A. Stankunas, Esq.  
Attorney for the Clark County Sheriff

FOR THE FOP, OHIO LABOR COUNCIL

  
Mark A. Scranton  
FOP/OLC Staff Representative

  
Janelle Ballard  
Nurse

AS PREPARED BY:  
Mark Scranton  
Staff Representative  
FOP/Ohio Labor Council, Inc.  
e-mail: [markscranton.fopolci@yahoo.com](mailto:markscranton.fopolci@yahoo.com)

Resolution # 2015-0307