

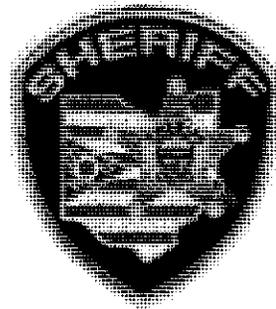


06-03-15
14-MED-07-0916
0312-02
K32286

AGREEMENT

BETWEEN

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



AND

THE CLARK COUNTY SHERIFF'S OFFICE

January 1, 2015 to December 31, 2017

COMMAND OFFICERS

TABLE OF CONTENTS

| Article | Title | Page |
|---------|--|------|
| | PREAMBLE | 3 |
| 1 | Union Recognition | 3 |
| 2 | Management Rights | 3 |
| 3 | Scope of Bargaining | 4 |
| 4 | Suspension of Contract in Emergency | 5 |
| 5 | Non-Discrimination | 5 |
| 6 | Dues & Fair Share Fee Deductions | 6 |
| 7 | Hours of Work | 7 |
| 8 | Contract Negotiation Leave | 7 |
| 9 | Conflict of Laws/Separability | 8 |
| 10 | Seniority | 8 |
| 11 | Layoff and Recall | 9 |
| 12 | Assignment, Rank and Promotion | 10 |
| 13 | Shifts and Days Off | 14 |
| 14 | Temporary Work Assignments/Pay Adjustments | 14 |
| 15 | No Strike - No Lockout | 15 |
| 16 | Grievance Procedure | 15 |
| 17 | Internal Affairs Procedure | 18 |
| 18 | Discipline/Personnel Records | 19 |
| 19 | Overtime | 21 |
| 20 | Call Back Credit and Court Time | 23 |
| 21 | Union Time | 24 |
| 22 | Sick Leave | 24 |
| 23 | Insurance Coverage | 26 |
| 24 | Uniform Allowance | 27 |
| 25 | Training | 28 |
| 26 | Leave Without Pay | 30 |
| 27 | Maternity Leave | 30 |
| 28 | Disability Leave | 31 |
| 29 | Military Leave | 32 |
| 30 | Holidays | 32 |
| 31 | Vacation | 33 |
| 32 | Fitness for Duty | 36 |
| 33 | Stand by Pay | 37 |
| 34 | Post Shooting Trauma | 38 |
| 35 | Compensation | 38 |
| 36 | Residency | 40 |
| 37 | Miscellaneous | 40 |
| 38 | Term of Agreement | 41 |
| | Signature Page | 42 |

| | |
|--|----|
| Agreement over 2015 Lieutenant Promotional Process | 43 |
| Memorandum of Understanding | 45 |

PREAMBLE

This Agreement is made and entered into at Springfield, Clark County, Ohio, 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. 87-REP-10-0251 on May 26th, 1988, and Petition for Amendment of Certification, Case No. 90-REP-01-0011, February 8th, 1990 the Employer recognizes the Union as the sole and exclusive representative for all employees sworn under Revised Code Chapter 311 with the rank of Corporal or above.

Section 1.2 Exclusions The Union recognizes the following employees as being excluded from the bargaining unit: the Sheriff, the Chief Deputy, and all other employees of the Sheriff's Department.

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 position 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 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 resulted 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 rate 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 not later than thirty (30) days after the date of the suspension of the contract, and re-implementation will begin immediately.

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.

ARTICLE 5 NON-DISCRIMINATION

The parties to this Agreement shall not discriminate for or against any employee on the basis of membership, non-membership or position in the Union.

It is a condition of this Agreement, agreed to by all parties, to provide equal opportunities to all employees and to prohibit any discrimination because of race, color, creed, sex, sexual orientation origin, age, handicap, or political affiliation.

**ARTICLE 6
DUES AND FAIR SHARE FEE DEDUCTIONS**

Section 6.1 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 with the Employer providing a list of those employees for whom dues deduction has been made.

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 section.

The Union shall set and establish the amount of dues to be deducted and the Employer shall be so notified of the amount to be deducted. Should it become necessary and prudent for the Union to increase or decrease the amount to be deducted, and the Union shall notify the Employer of such increase or decrease and the effective date of such increase or decrease in writing. At no time will the Employer interfere with the establishment of, or the increase or decrease of, dues amounts.

Section 6.2 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 section.

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 6.3 Fair Share Fee All employees will have 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.

Section 6.4 Miscellaneous All dues and fair share fees 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.

ARTICLE 7 HOURS OF WORK

Section 7.1 Definition The standard work week for any employee below the rank of Captain shall be defined as eight (8) consecutive hours within a twenty-four (24) hour period. The standard work day for the Captain shall be defined as nine (9) consecutive hours including a one (1) hour unpaid lunch break. The standard work period shall be defined as fourteen (14) consecutive days.

Section 7.2 Split Shifts Prohibited No employee will be required to work a regular schedule that calls for the employee to work a "split shift.", unless mutually agreed to by the employee and the Employer.

Section 7.3 Time Changes No adjustments in schedules or pay will be made for those employees working at the time of semi-annual time changes between Eastern Standard Time and Eastern Daylight-Savings Time.

Section 7.4 Schedule Format Work will be scheduled within the standard period to permit four (4) days off and ten (10) days of work, with the days off being the same two (2) consecutive days in each calendar week.

ARTICLE 8 CONTRACT NEGOTIATION LEAVE

Up to three (3) employees representing the Union will be given contract negotiations leave for those days on which bargaining table talks are held

between the parties. Each negotiator will be credited with eight (8) hours of work and relieved of other duties for each such day of negotiations that the employee would be otherwise scheduled to work. The negotiating team for the Union will consist of as many members as it deems necessary, but only three (3) employees shall attend the bargaining talks and be eligible for negotiators leave. Alternates from the negotiating team may attend the bargaining talks and receive negotiator's leave as long as the maximum of three (3) is not exceeded.

ARTICLE 9 CONFLICT OF LAWS/SEVERABILITY

Section 9.1 Conflict of Laws 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 9.2 Severability If any clause, sentence, paragraph, or part of 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 9.3 Exclusion of Civil Service Law Except as expressly otherwise provided in this Agreement or specifically excepted from the scope of collective bargaining by the provisions of Revised Code Chapter 4117, no section of the civil service laws contained in Ohio Revised Code Chapter 124 or of the Ohio Administrative Code shall apply to employees in the bargaining units. 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 the employees in the bargaining unit.

ARTICLE 10 SENIORITY

Section 10.1 Definition Seniority will be established on the basis of time in the Clark County Sheriff's Office performing the duties of a Command Officers bargaining unit position. A seniority list for each classification shall be maintained by the Employer and shall be updated annually. A copy of the seniority list shall be posted for inspection annually.

In cases where two (2) or more persons started their service in this bargaining unit on the same date, seniority will be established by total time served with the Clark County Sheriff's Office.

Section 10.2 Break in Service

The following situations shall not constitute a break in continuous service:

1. Absence while on approved leave;
2. A layoff of two (2) years duration or less;
3. 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 two (2) years;
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; or
7. Overstaying a leave of absence unless prior written approval is received from the employer.

Section 10.3 Seniority List, Objections Objections to the list must be filed within ten (10) days of posting, otherwise, the list will be deemed valid.

**ARTICLE 11
LAYOFF AND RECALL**

Section 11.1 Reasons For Layoff, Notice Employees may be laid off as a result of

a lack of work, lack of funds, or job abolishment. 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 full-time commissioned employees by date of hire being laid off first.

Section 11.2 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 11.3 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 11.4 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 12 ASSIGNMENT, RANK AND PROMOTION

Section 12.1 The Employer retains the right of initial assignment of all sworn personnel conferred upon the Sheriff by Ohio law. Once a Sergeant, Lieutenant or Captain are assigned to a division, they may not be moved between divisions without rational and non arbitrary reason(s).

In addition to performing the statutory duties and obligations of deputy sheriff, command officers are law enforcement managers and supervisors. As managers and supervisors, command officers are responsible for supervising, leading, directing, evaluating, planning, controlling, advising, and coordinating the work activities of their subordinates within their responsibility and authority delegated to them. To the extent possible, sergeants will be assigned work in a manner which will

not preclude them from performing their managerial and supervisory duties. Lieutenants shall report to and receive their assignments from the Sheriff or from the Sheriffs designee.

The Employer will furnish the Union with a copy of the job description and the rate of pay of any new rank prior to the posting of the position.

Employees promoted to a rank in this bargaining unit will serve a promotional probationary period of 120 days. The first 60 days of such period will be considered a break-in period. The second 60 days of such period will provide an opportunity to evaluate the employee. Any employee who is not satisfactorily performing the duties of the rank at the end of the promotional probationary period shall be disqualified and returned to his/her former rank and rate of pay.

Section 12.2 Promotional Testing Procedure

A. Eligibility: In order to be eligible to participate in the promotional opportunity assessment, an individual must meet each of the following requirements as of the date of the posting.

- The employee must have a high school diploma or equivalent;
- The employee must have successfully completed Ohio Peace Officer Basic Training
- The employee must have completed four (4) years continuous service as a full-time Clark County Sheriff's Office as a Sergeant/Lieutenant.

B. Evaluation Procedure:

- A. The evaluation procedure shall consist of two (2) phases. The first phase is a written examination and the second phase is a one (1) day assessment process.

C. Written Exam:

1. The written test will be prepared and scored by the outside testing company engaged by the Sheriff and mutually agreed to by the union. The test will be prepared by a reputable company in business of writing such tests and will in no way be affiliated with a law enforcement agency in Clark County. The proctoring of the examination will be conducted by the Sheriff or designee.
2. The written test shall consist of no fewer than 100 questions

covering topics related to the following: Supervision and management, community-oriented policing, law enforcement administration, ethics, field operations, and Constitutional law.

3. The employees with top six (6) scores will advance to phase two (2).
4. Employees will have a minimum of 30 days to prepare for the written examination between the job posting closing date and the test date.
5. Study materials, if applicable, will be made available to test candidates.

D. Assessment Process:

1. The employees with the top six (6) scores will undergo a one (1) day assessment process conducted by an outside assessment firm not affiliated with law enforcement within Clark County chosen by the Sheriff and agreed to by the union to measure leadership ability.

E. Test Weighting: Candidates will be given up to one hundred (100) points based upon their combined score in phase one (1) and phase two (2) of the promotion process. Phase one (1) will be worth forty (40) points and phase two (2) will be worth sixty (60) points.

F. Education: An employee may receive a maximum of six (6) points, determined by the highest degree obtained, as follows:

| | |
|-------------------|----------|
| Associates Degree | 2 points |
| Bachelors Degree | 4 points |
| Masters Degree | 6 points |

G. Seniority: Employees will be eligible for up to 10 seniority points. Points will be assigned as follows for each full year of service within the Command Officers bargaining unit of the Clark County Sheriff's Office.

| | |
|----------|-------------|
| 4 years | .55 point |
| 5 years | 1 point |
| 6 years | 1.45 points |
| 7 years | 1.9 points |
| 8 years | 2.35 points |
| 9 years | 2.8 points |
| 10 years | 3.25 points |
| 11 years | 3.7 points |
| 12 years | 4.15 points |

| | |
|-------------------|-------------|
| 13 years | 4.6 points |
| 14 years | 5.05 points |
| 15 years | 5.5 points |
| 16 years | 5.95 points |
| 17 years | 6.4 points |
| 18 years | 6.85 points |
| 19 years | 7.3 points |
| 20 years | 7.75 points |
| 21 years | 8.2 points |
| 22 years | 8.65 points |
| 23 years | 9.1 points |
| 24 years | 9.55 points |
| 25 years and more | 10 points |

H. Discipline: The employee's assessment scores shall be reduced for the highest single disciplinary action in an employee's file that is still active under section 18.6 of the collective bargaining agreement at the time of the written test, as follows:

| | |
|----------------------|-----------|
| A 1-9 day suspension | 5 points |
| A 10-day suspension | 10 points |

I. Final Selection: After receiving all points and deductions as set forth above, the candidates will be ranked on a promotion list according to their respective scores, with the employee with the highest ranking being selected first for any promotional vacancies. If employees have the same score, their rank on the eligibility list will be determined by combining the raw scores of phases one (1) and two (2). If employees are still ranked the same, the tie will be broken based on their seniority in the classification they are currently in.

Any Employee declining the promotion shall be deleted from the current eligible list.

The Union will be allowed, upon request to the Chief Deputy, to review the test instruments and employee test scores after the list has been certified by the testing consultant. Employees may review their own test and scores upon request to the Chief Deputy.

The promotion eligibility list generated by the testing process will be valid for a period of one year from the date it is certified by the outside assessment center to the Sheriff.

Section 12.3 Show of Interest The Employer upon notice that a vacancy exists within the same rank of the Command Officers bargaining unit and in which the Sheriff decides to fill the vacancy, shall send an informal, e-mail, inter-office, reference a "show of interest". The employer will wait (5) five days before the vacancy is filled. The Sheriff maintains right of assignment and will select the person for the vacancy so long as the decision is not irrational or arbitrary. The bargaining unit will be maintained to consist of one (1) Captain, four (4) Lieutenants and sixteen (16) Sergeants.

ARTICLE 13 SHIFTS AND DAYS OFF

The Employer shall make shift assignments semi-annual, effective January 1st and July 1.

Shift assignments will be made within each Division of the Department based upon the written preference of each employee in order of rank and seniority to the extent that it is possible to do so and to also have a sufficient number of personnel with needed skills and qualifications on each shift. Barring emergency conditions, special assignments, employee disciplinary action or other unexpected staffing situations which necessitates reassignment of personnel, shift assignments will not be changed during the year. When it is necessary to reassign shifts as described above, affected employee(s) will be given three (3) days prior notice before the change takes effect. Days off shall be scheduled as follows:

Sergeants: Unless a twelve (12) hour shift is implemented, two (2) consecutive days off not to overlap with another Sergeant on the shift. Senior Sergeant on each shift has first choice.

Lieutenants: The shift shall be 0800-1600 with Saturdays & Sundays off

Captain: With Saturdays and Sundays off

Shift or day off exchange within the fourteen (14) day pay period by mutual agreement among employees in the same rank will be permitted with the approval of the supervisor or supervisors involved when it does not require the payment of overtime.

ARTICLE 14 TEMPORARY WORK ASSIGNMENTS/PAY ADJUSTMENTS

Section 14.1 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 base rate for the salary range of the higher classification.

Section 14.2 Minimum Time Pay adjustments will not be made on temporary work assignments of less than four (4) hours.

Section 14.3 Temporary Assignments The Employer will limit temporary work assignments to a maximum of ninety (90) days or not more than forty five (45) days twice a year or unless mutually agreed upon.

ARTICLE 15 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 designated to impair or impede the function of the Sheriff's 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 16 GRIEVANCE PROCEDURE

Section 16.1 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 16.2 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 16.3 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 16.4 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 16.5 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 16.6 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 16.7 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 16.8 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 17 INTERNAL AFFAIRS PROCEDURES

Section 17.1 Criminal Charges: An employee who is to be questioned as a suspect in any investigation concerning the employee's conduct under the color of the Sheriff's Office which may result in his/her being charged under the criminal statutes of this or any other State or of the United States, shall be advised of his/her constitutional rights according to law and be given twenty-four (24) hour prior notice to appear.

Section 17.2 Internal Affairs It shall be the duty of any officer who is the subject of any internal affairs investigation to cooperate fully with the Internal Affairs Unit.

Any officer who is contacted regarding any internal affairs investigation, whether or not he is the subject of the investigation, shall cooperate fully with the Internal Affairs Unit.

All officers ordered to give any statement shall, when ordered by an Internal Affairs Investigator, give a statement of facts concerning the incident being investigated once Garrity has been given. This statement, shall be either in inner-office form or a formal statement, at the discretion of the Internal Affairs Investigator. Employees not given Garrity warnings are under no obligation to answer questions. When an order is given to the employee by an officer of superior rank, the employee shall have the right to a union representative provided for in Weingarten or legal representation pursuant to Piper, of the employees choice, provided the union representative or legal representative of choice does not cause undue delay.

The County cannot in the course of an investigation obtain evidence through the use of administrative pressure, threats, coercion, or promise. A lawful order given pursuant to the Sheriff's directive under Garrity v. New Jersey does not constitute administrative pressure, a threat, coercion or a promise. The County will not use a polygraph machine to investigate the truth of statements made by members without consent of the member. The County always retains the right to order employees to submit to blood, urine or breath tests with probable cause.

Section 17.3 Records Any employee, who is charged with violating rules and/or regulations of the Sheriff's Office will be provided access to transcripts, records,

written statements, and tapes pertinent to the case if such has been shown to an outside complainant in the case and/or are to be used in the Departmental hearing on the charge involved.

Section 17.4 Representation In investigations of a non-criminal, non-disciplinary nature, the officer may not be represented by counsel in order that the situation may be handled quickly.

Some of these kinds of situations may lead to disciplinary action at which time the employee will be offered the normal time sequence and the availability of witnesses of his own choosing.

If the investigation reveals criminal activity and the officer has not waived his/her constitutional rights, the officer may be represented by counsel, either in the form of an attorney, a Union representative, or a witness of his/her own choice.

Section 17.5 Order of Sheriff All investigations of an internal nature shall be instituted at the discretion and under the specific order of the Sheriff with the investigation under the direct supervision of the Chief Deputy or other designated hearing officer.

Section 17.6 Anonymous Complaints If a single anonymous complaint made against an employee is not substantiated with some corroborative evidence within seven (7) days after it is received or at any time that it is found to be invalid, it shall be deemed closed.

Section 17.7 Confidentiality There shall be no press release by the County or Union regarding employees under investigation except to announce that an investigation is being undertaken, except as required under the public records law in Ohio Revised Code 149.43.

Section 17.8 Informed of Complaints The parties agree that employees will be notified in writing anytime there are under an internal investigation.

ARTICLE 18 DISCIPLINE/PERSONNEL RECORDS

Section 18.1 Just Cause No employee having completed his probationary period shall be disciplined or discharged except for just cause.

Section 18.2 Form of Discipline Disciplinary action may include (a) verbal warning; (b) written warning; (c) discharge from employment; (d) working suspensions; (e) suspension without pay; (f) loss of vacation; (g) reduction in rank.

Section 18.3 Progressive Discipline Except in situations of gross employee misconduct, the Employer shall discipline employees in accordance with the principle of progressive discipline.

Section 18.4 Predisciplinary Process Before an 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 request to have his Union representative in attendance at such hearing.

Section 18.5 Appeal of Discipline Any disciplinary action may be grieved through the grievance/arbitration procedure, however, verbal warnings and written warnings are grievable only to Step 2 of the grievance procedure herein and will not be subject to arbitration.

Section 18.6 Record of Discipline Oral and written warnings shall cease to have force and effect twelve (12) months after the effective date of the warning(s) 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.

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.

In any case in which a verbal warning, written warning, suspension, or dismissal is disaffirmed or otherwise rendered invalid, all documents relating thereto will be removed immediately from the employee's personnel file.

ARTICLE 19 OVERTIME

Any time the Captain is required to work in excess of his standard work day as defined in Article 7, and any time an employee below the rank of Captain is required to work in excess of eight (8) hours in any one continuous period, or eighty (80) hours in any pay period, that employee will receive compensation for time in excess of those limits at the rate of one and one half (1 1/2) times the employee's normal rate of compensation.

Sick leave, periods of suspension, and absences without leave shall be deducted from the hours worked during the standard work period in which such absences

occur, and are not to be considered in computing overtime.

All overtime will be offered equally to all qualified bargaining unit members in their affected divisions. A record will be kept of all such offers, which will be posted as the overtime list.

When the Employer has eight (8) hours advance notice of the need of overtime, such overtime will be offered first to a bargaining unit member within that division. If the overtime requirement is not filled within that division, the Employer will then offer the overtime to a bargaining unit member outside of that division who has had previous experience within the division requiring the overtime. If the requirement is then not filled, the Employer may place in charge an acting supervisor from outside of the bargaining unit.

If the Employer has less than eight (8) hours advance notice of the need for the overtime, the Employer will offer the overtime assignment in the following order: 1) to the off going shift bargaining unit members, by seniority within the division; 2) to the disconnected on-coming bargaining unit members, in the same manner; 3) to those bargaining unit members not scheduled to work that duty day. If the requirement is then not filled, the Employer may place in charge an acting supervisor from outside of the bargaining unit.

The bargaining unit member is responsible for maintaining a current and correct address and telephone number with the Employer.

A bargaining unit member who does not wish to be offered overtime will submit a written notice of same to the Employer. The bargaining unit member will be immediately removed from the overtime list on either January 1st or July 1st and will not be offered further overtime.

A bargaining unit member who has been removed from the overtime list and after six (6) months, wishes his/her name to be placed back on the overtime list again, will submit a written notice of same to the Employer. The bargaining unit member will be placed back on the overtime list.

To receive credit for overtime, the employee must:

1. Actually work the hours for which claim is being made.
2. Have the overtime authorized, granted, or approved by the immediate supervisor prior to working the overtime.
3. Submit to the immediate supervisor a time form stating the time and

date worked, the total hours worked to the nearest one tenth (1/10) hour, why the overtime was worked and the signature of the supervisor authorizing the overtime. The employee's immediate supervisor will then make the necessary designation on the attendance sheet to credit the employee for the time worked.

A copy of the time credit sheet will be signed by the immediate supervisor making the notations on the attendance sheet and will be returned to the filing employee. All Lieutenants may be required to attend weekly Staff Meetings at the discretion of the Sheriff or Chief Deputy. If a meeting requires the Lieutenants' attendance during his off duty hours, the rate of compensation will be figured hour for hour and paid back to the Lieutenants through flex time. Any more than two (2) scheduled meetings per week shall be considered overtime status.

Employees may elect to receive compensatory time for overtime worked at the rate of one and one-half (1.5) hours of compensatory time for each hour of overtime worked. Compensatory time may be accumulated to a maximum of 60 hours. Employees may convert compensatory time in October each calendar year up to 60 hours to be paid at their hourly rate. Employees must submit their written request for conversion by September 15 each year.

ARTICLE 20 CALL BACK CREDIT AND COURT TIME

Section 20.1 General Procedures If an employee leaves work at the end of his shift, and is contacted by the office to return to work prior to his next scheduled shift of duty, such employee, when he responds, will be compensated at a rate of one and one-half (1.5) times the employee's normal rate of compensation. At no time will the responding employee be credited with less than three (3) hours.

When contacted for call back, the employee will ascertain the reason he is being notified to respond and the supervisor authorizing the call back.

Employees who report as a result of the call back notification will not be sent home early from an assigned shift in order to avoid compensating the employee. However, a request from the employee to be dismissed early may be honored and the overtime worked as a result of call back may be reduced by the amount of time taken off prior to the end of the scheduled shift.

Employees who return to work for court, training session, range qualification, disciplinary hearings or those employees who show up without being notified to do so are not entitled to call back credit.

It will not be required of the employee to file a claim for call back credit. However, he must initial the attendance sheet. The supervisor authorizing the call back will make proper notification to insure credit is given.

Section 20.2 Court Time Other than while on duty, all time in court will be considered overtime and paid for at the rate of one and one-half (1.5) times the employee's normal rate of compensation. Court time does not require the prior authorization of a supervisor. Employees actually attending court will receive a minimum two (2) hours overtime. To receive credit for court appearances, the employee will use the time clock in the appropriate court and will punch in and punch out using the back of the available leave sheet and will note on the front of the case for which that appearance was made. All employees will make a good faith effort to ascertain if the case is to receive attention from the courts before attending the proceedings.

ARTICLE 21 UNION TIME

The local chairman of the Union shall be allowed twelve (12) days leave per each year of this Agreement which shall be used to conduct union business and affairs outside and away from the work place. The local chairman of the Union shall have the option of using these days himself or he may assign one or more to a pertinent member of the bargaining unit. Such time shall be used for, but not limited to, the training of union stewards, attendance at labor seminars, and workshops conducted by the State Employee Relations Board or other such Labor/Management organization.

Union leave will be taken with the prior approval of the Sheriff or the Sheriffs designee, such approval shall not be unreasonably withheld. Those persons taking such leave will be compensated at their normal rate of compensation and the leave shall not be deducted from the accrued balance of the member's other acquired leave. One day will be considered used for each employee on such leave for eight (8) hours. Union time cannot be carried over from year to year.

ARTICLE 22 SICK LEAVE

Sick leave is earned at the rate of 4.6 hours per pay period which can be accrued indefinitely. Sick leave can be transferred between county and other city and state Departments.

Section 22.1 Sick Leave Conversion at Retirement Upon retirement, a bargaining unit employee may convert to pay up to 320 hours of his/her accumulated sick

time.

Section 22.2 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).
- b. Death of a member of his/her immediate family. (sick leave usage is limited to five (5) working days unless extended with the consent of the employee's supervisor).
- c. Medical, dental, optical examination or treatment of an employee or a member of his/her immediate family.
- d. 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.
- e. Pregnancy and/or childbirth and other conditions related thereto. The definition of immediate family shall include: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian or other persons who stand in loco parentis.

Section 22.3 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 22.4 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 22.5 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. Due to the nature of the positions not needing to be back filled thus causing overtime, administrative sergeants and lieutenants may convert the eighty (80) hours of time allotted for herein to vacation time in lieu of cash payment.

Section 22.6 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 23
INSURANCE COVERAGE**

Section 23.1 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 23.2 Changes to Coverage/Rates:

If any changes to the plan or costs to employees change during the life of this agreement, such changes shall be reviewed by the insurance committee. The union shall be entitled to representation on the Insurance Committee.

Section 23.3 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.

Section 23.4 Professional Liability Insurance: The Employer will provide, at no cost to the employee, professional liability insurance with a minimum of \$500,000.00 per employee and/or \$1,000,000.00 per occurrence.

Section 23.5 Automobile Insurance: The Employer will provide, at no cost to the employee, up to \$500,000.00 maximum limitation auto insurance for each employee to cover county owned vehicles.

**ARTICLE 24
UNIFORM ALLOWANCE**

Employees shall own and wear uniforms as directed by the Employer pursuant to Department Rules and Regulations. Each employee shall be paid a uniform allowance of \$900.00 per year. Checks will be paid to each employee twice per year, one half in March and one half in September. The biannual uniform allowance is paid based upon the preceding six (6) months of payment for hours. If the employee has been compensated less than six (6) months, then the uniform

allowance shall be prorated accordingly. Clothing damages within the performance of duty will be replaced by the County at no expense to the officer.

ARTICLE 25 TRAINING

Section 25.1 Minimum OPOTC Training:

All employees must receive the standard minimum training for law enforcement officers established by the Ohio Peace Officers Training Council within the first year of their employment. Time spent during the basic Ohio Peace Officer Training will not count as time worked. An employee who fails to achieve the required certification as peace officer shall be subject to discharge. Beginning January 1, 2010, any and all employees hired without having first completed their Ohio Peace Officers Training may apply for tuition reimbursement for the cost of the training received upon completion.

Section 25.2 Additional Training: Employees will be given all minimum training in each year of this Agreement to maintain their certification under R. C.311.04. Additional training assignments will be made by the Employer in the best interest of the Department. In doing so, to the best extent possible, the Employer will assign additional training to employee to trained in areas in which employees express interest or in which they demonstrate particular skills or abilities. If Ohio Peace Officer Training Council or employer requires additional training to maintain certification, attendance will be mandatory and considered as part of the employee's work time. Employees who may be assigned to training will continue to be on training assignment until such time as the training is completed.

Section 25.3 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 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, course, probable cost per credit hour and starting date. The request form shall be submitted no later than October 31st of the year proceeding 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.

3. The Sheriff will then certify the applicability of the course to the employee's work.
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".

Any 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 for any such reimbursed tuition expenses. The Employer may first require the employee to complete a written authorization allowing for this amount to be deducted from the employee's final paycheck.

Section 25.4 Yearly Firearms Qualification:

Practice Ammunition: Each employee will be issued up to 300 rounds of practice ammunition, caliber of which can be shot by the approved weapon carried by the employee, on a yearly basis. This ammunition will be issued at the Department and used only on the Department range. The employee will be under the supervision and control of a qualified range officer. The range officer will attempt to correct any deficiency noted while employee is firing. The range officer will keep a record of ammunition used by each employee.

Practice Time: Practice time on the Department range will be made available to all employees on a quarterly basis. The employees will be under the supervision of a

qualified range officer who will attend all sessions. Schedules for practice time will be developed on a monthly basis.

ARTICLE 26 LEAVE WITHOUT PAY

Section 26.1 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 26.2 Special Purposes 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.

Section 26.3 Approval of Leave The granting of any leave is subject to the approval of 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 26.4 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 26.5 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 27 MATERNITY LEAVE

Section 27.1 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 26. 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 27.2 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 27.3 Leave Accumulation An employee on maternity leave does not earn sick leave or vacation credit.

Section 27.4 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 28 DISABILITY LEAVE

Section 28.1 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 of the position by a licensed physician or chiropractor or psychiatrist.

Section 28.2 Reinstatement Reinstatement rights upon granting of disability leave extend for three (3) years if the employee receives no State of Ohio benefit and for five (5) five years if the employee receives a State of Ohio benefit.. 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 28.3 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 28.4 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 28.5 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 28.6 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 29 MILITARY LEAVE

Section 29.1 Military Leave The Employer agrees to comply with state and federal laws regarding military leave.

ARTICLE 30 HOLIDAYS

Section 30.1 Holidays The following days are recognized as holidays by the Clark County Sheriff's Department and will be governed by the procedures set forth in this Article:

- | | |
|----------------------------------|------------------------|
| 1. New Year's Day | January 1st |
| 2. Martin Luther King's Birthday | 3rd Monday in January |
| 3. Lincoln-Washington Birthdays | 3rd Monday in February |
| 4. Memorial Day | 4th Monday in May |
| 5. Independence Day | July 4th |

| | |
|---------------------|---------------------------|
| 6. Labor Day | 1st Monday in September |
| 7. Columbus Day | 2nd Monday in October |
| 8. Veteran's Day | November 11th |
| 9. Thanksgiving Day | 4th Thursday in November |
| 10. Christmas Day | December 25 th |

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 30.2 Holidays for Twenty-Four Operations Due to the fact that the Sheriff's Office contains functions and responsibilities that must be maintained on a twenty-four (24) hour a day - seven (7) days a week basis, those employees who are assigned to those areas requiring round-the-clock staffing will be granted holiday compensation according to the following procedures:

1. All employees working eight (8) hour shifts have an account established at the beginning of each year which provides for 104 hours of personal leave.
2. This personal leave will be granted by the supervisor, with the appropriate paperwork upon 48 hour notice. In the event that a number of employees make application for the same day, will be granted on a first come, first serve basis. Supervisors may grant additional employees that day off based on the availability of alternate personnel and the manpower requirements needed to perform the assignment function. If it is not possible to approve leave for an individual based on a need to maintain staffing levels, the supervisor will suggest an alternate day before disapproving the requested leave. In no case will personal leave be accepted until 30 days prior to the requested day.
3. The record of the amount of time available and used during the year will be maintained by the Employer.

ARTICLE 31 VACATION

Section 31.1 All employees hired prior to the signing date of the contract expiring December 31, 2017 shall earn annual vacation leave according to their number of years of service with the county as follows:

1. Less than one (1) year of service completed: No vacation.
2. One (1) or more years of service, but less than seven (7) years completed: 80 hours (10 Working days).
3. Seven (7) years of service, but less than fourteen (14) years completed: 120 hours (15 working days).
4. Fourteen (14) years of service, but less than twenty (20) years completed: 160 hours (20 working days).
5. Twenty (20) years or more of service completed: 200 hours (25 working days).
6. Twenty five (25) years or more of service completed: 240 hours (30 working days).

The parties agree that this accrual rate cannot be changed without a majority vote of the membership hired prior to the signing date of the contract expiring in 2017 and will not be taken for consideration of a fact finder or conciliator.

All employees first hired full time after to the signing date of the contract expiring December 31, 2017 shall earn annual vacation leave according to their number of years of Sheriff's Office service 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 31.2 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.

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

Part-time service is counted for the purpose of determining length of service, but an employee can accrue vacation on a pro-rated basis of hours worked while on part-time status.

Vacation requests of less than one (1) week must be made at least 48 hours before the leave is scheduled to commence. If an employee is sick or 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.

Section 31.3 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 31.4 Conversion on Separation/Death Upon separation from County 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.

Section 31.5 Transfer of Service Time An employee who transfers from one agency to another in county government is paid by the releasing agency at the time of transfer for any earned, but unused, vacation leave. An employee who has less than one (1) year of service at the time of transfer will become eligible for eighty (80) working hours of vacation upon completion of a total of one (1) year of service, the releasing agency will provide to the new agency the number of pay periods that the employee has worked and the total accrued hours. In the case of an employee's death, any earned but unused vacation shall be paid to the day of death to the deceased employee's estate.

The taking of sick leave (unless on leave of absence or disability leave), compensatory time, vacation, or other designed and approved leave with pay will not interfere with the accumulation of vacation leave credit. If an employee is on active pay status for only part of a pay period, he will be credited with only that amount associated with the number of hours worked. However, vacation is not accumulated while performing overtime work.

ARTICLE 32 FITNESS FOR DUTY

Section 32.1 Examinations: The Employer may have an employee examined by a physician and/or psychologist to determine his or her physical and/or mental fitness to perform the assigned duties, when symptoms of a disability become manifested or when job performance declines either qualitatively or quantitatively. The Employer shall select and pay the physician and/or psychologist. An employee required to undergo an examination will be paid for their time traveling to and from, and attending, the examination. The physician or psychologist shall provide to the employee and to the Employer an examination report and recommendation regarding that employee's fitness for duty. In the event the Employer's physician or psychologist indicates that the employee is not fit for duty, based upon the employee's inability to perform like duties of other similar employees, the employee shall be placed on a selected leave (i.e., sick leave, vacation leave, comp-time leave, disability leave or leave of absence).

Section 32.2 Employee Appeal: If, prior to selection leave, the employee disagrees with the Employer's physician and/or psychologist concerning the employee's fitness for duty, he may provide the Employer with an examination report from any other licensed physician and/or psychologist of his own choosing. Such examination shall be arranged for and paid by the employee. If the employee's physician and/or psychologist and the Employer's physician cannot agree on the employee's fitness for duty, they shall designate by mutual agreement an independent physician and/or psychologist to examine the employee and

determine whether or not he is fit for duty. The Employer will arrange and pay for the physical or mental examination by the independent physician or psychologist, whose determination shall be binding upon all parties.

Section 32.3 Reinstatement: Once the employee is found to be unfit for duty as described herein, such employee shall have recall rights for three (3) years from the date of the final and binding decision of the independent physician. Recall shall be based upon the employee's ability to meet the fitness requirements. The Employer agrees to save the union harmless in the event of any legal controversy with regards to application of this provision.

ARTICLE 33 STAND-BY PAY

Section 33.1 Stand-by pay is defined as payment for an assignment which requires an employee to be available on a continuous basis during his normal off duty hours. Stand-by assignments shall be determined by the Sheriff.

Employees on stand-by pay shall be compensated at their straight-time hourly rate for each hour they are ordered to be on stand-by.

Section 33.2 Lieutenants receive phone calls on their off duty time on a regular basis. Lieutenants shall receive one hundred fifty dollars (\$150.00) per month for the time they are on call and expected to answer phone inquiries on their off duty time.

Section 33.2 Lieutenants receive and respond to phone calls, e-mails, and text messages on their off duty time on a regular basis and shall receive one hundred and fifty dollars (\$150.00) 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.

Section 33.3 Sergeants assigned to the detective division receive and respond 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 34
POST SHOOTING TRAUMA**

The Employer will provide a post-shooting trauma counseling program at the County EAP for employees involved in work-related shooting incidents. The employee will not lose wages or be required to use sick/personal/vacation time to participate in this program.

Any employee involved in a work-related shooting shall participate in this program at the direction of the Employer within forty-eight (48) hours of the incident. Each employee receiving post-shooting trauma counseling shall authorize the EAP to release any and all information to the Employer relative to the employee's physical and/or psychological condition.

Return to duty will be based on agreement of the Employer, the employee and the EAP which agreement shall include any prescribed treatment plan and recommendations for follow-up.

**ARTICLE 35
COMPENSATION**

Section 35.1 Wage Scales: Each step on the wage scale represents a completed year of service as in the rank achieved with the Clark County Sheriff's Office. Employees will advance to the next succeeding step on their anniversary dates of promotion to the rank achieved without regard to the specific job assignment or length of time in any particular assignment.

- A. Upon promotion, Sergeants shall be placed at Step 1 of the scale and progress through the steps with each year of service completed. Step 1 represents an eight percent (8%) differential between the pay of a Top Step Deputy and a Sergeant, Step 2 represents a thirteen percent (13%) differential between the pay of a Top Step Deputy and a Sergeant and Step 3 represents an eighteen percent (18%) differential between the pay of a Top Step Deputy and a Sergeant.

Effective January 1, 2015 rates of pay for bargaining unit employees shall be as follows:

| Sergeants | 1 | 2 | 3 |
|-----------|--------------|--------------|--------------|
| Hourly | \$ 30.02 | \$ 31.41 | \$ 32.80 |
| Annual | \$ 62,441.60 | \$ 65,353.60 | \$ 68,224.00 |

Effective January 1, 2016 rates of pay for bargaining unit employees shall be as follows:

| Sergeants | 1 | 2 | 3 |
|-----------|--------------|--------------|--------------|
| Hourly | \$ 30.62 | \$ 32.04 | \$ 33.46 |
| Annual | \$ 63,689.69 | \$ 66,643.20 | \$ 69,596.80 |

Effective January 1, 2017 rates of pay for bargaining unit employees shall be as follows:

| Sergeants | 1 | 2 | 3 |
|-----------|--------------|--------------|--------------|
| Hourly | \$ 31.24 | \$ 32.68 | \$ 34.13 |
| Annual | \$ 65,000.00 | \$ 67,974.40 | \$ 70,990.40 |

- B. Upon promotion, Lieutenants shall be placed at Step 1 of the scale and progress through the steps with each year of service completed. Step 1 represents a seven percent (7%) differential between the top pay of a Sergeant and a Lieutenant, Step 2 represents an eleven percent (11%) differential between the top pay of a Sergeant and a Lieutenant and Step 3 represents a fourteen percent (14%) differential between the top pay of a Sergeant and a Lieutenant.

Effective January 1, 2015 rates of pay for bargaining unit employees shall be as follows:

| Lieutenants | 1 | 2 | 3 |
|-------------|--------------|--------------|--------------|
| Hourly | \$ 35.10 | \$ 36.41 | \$ 37.40 |
| Annual | \$ 73,008.00 | \$ 75,732.80 | \$ 77,792.00 |

Effective January 1, 2016 rates of pay for bargaining unit employees shall be as follows:

| Lieutenants | 1 | 2 | 3 |
|-------------|--------------|--------------|--------------|
| Hourly | \$ 35.80 | \$ 37.14 | \$ 38.14 |
| Annual | \$ 74,464.00 | \$ 79,331.20 | \$ 79,331.20 |

Effective January 1, 2017 rates of pay for bargaining unit employees shall be as follows:

| Lieutenants | 1 | 2 | 3 |
|-------------|--------------|--------------|--------------|
| Hourly | \$ 36.52 | \$ 37.88 | \$ 38.91 |
| Annual | \$ 75,961.60 | \$ 78,790.40 | \$ 80,932.80 |

C. There shall be a five percent (5%) differential between the top pay of a Lieutenant and a Captain. Rates of pay for bargaining unit employees shall be as follows effective January 1 of each year of the agreement:

| Captain | 2015 | 2016 | 2017 |
|---------|--------------|--------------|--------------|
| Hourly | \$ 39.27 | \$ 40.05 | \$ 40.85 |
| Annual | \$ 81,681.60 | \$ 83,304.00 | \$ 84,968.00 |

**ARTICLE 36
RESIDENCY**

Section 36.1 Residency Requirement All employees shall be residents of Clark County, Ohio, or a contiguous county, throughout their employment as a Clark County, Ohio Sheriff's Office command officer. 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 36.2 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 37
MISCELLANEOUS**

Section 37.1 Copies of Agreement Copies of this Agreement will be made available to all bargaining unit employees, the Sheriff and his designated assistants. Costs incurred in the printing of this Agreement for distribution will be split 50/50 by the Employer and the Union.

Section 37.2 Definition of Days Unless otherwise indicated, the term days as used in this Agreement shall mean calendar days.

Section 37.3 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.

**ARTICLE 38
TERM OF AGREEMENT**

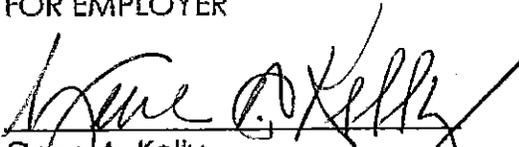
This agreement shall be in full force and effect commencing January 1, 2015 through December 31, 2017.

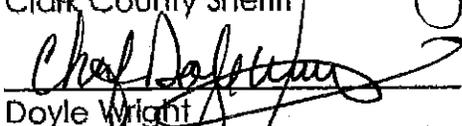
The public Employer or exclusive representative desiring to terminate, modify or re-open an existing collective bargaining agreement or negotiate a successor collective bargaining agreement shall, not less than 75 days not more than 120 days prior to the expiration date of the existing agreement, service written notice to the other party, electronically, 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.

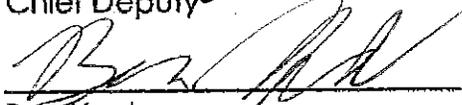
SIGNATURE PAGE

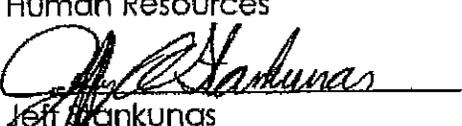
IN WITNESS THEREOF, THE PARTIES HERETO have ratified and executed this Agreement at Springfield, Ohio this 27 day of May, 2015.

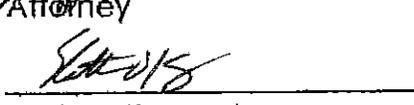
FOR EMPLOYER


Gene A. Kelly
Clark County Sheriff

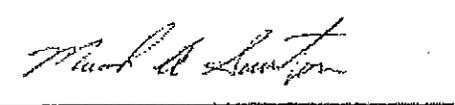

Doyle Wright
Chief Deputy


Ben Hunt
Human Resources

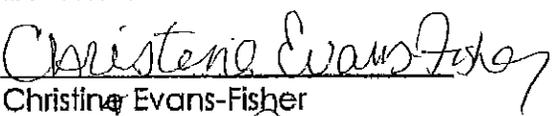

Jeff Frankunas
Attorney


Nathan Kennedy
County Administrator

FOR THE FOP, OHIO LABOR COUNCIL


Mark A. Scranton
FOP/OLC Staff Representative


Chris Clark
Lieutenant


Christina Evans-Fisher
Sergeant


Michael Young
Sergeant


Chad Stalder
Sergeant

Resolution # 2015-0413

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

Agreement over 2015 Lieutenants Promotional Process

This Agreement is made by and between The Clark County Sheriff and The FOP/OLC, Inc. representing the Command Officers of the Clark County Sheriff's Office.

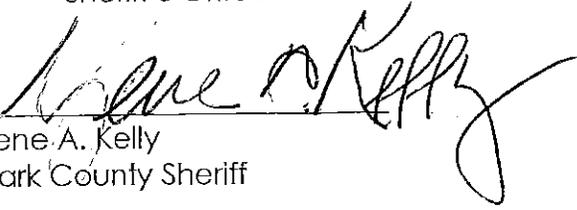
The parties acknowledge the following:

- 1) There will be a promotional process for the position of Lieutenant offered soon after the ratification of the 2015 to 2017 collective bargaining agreement.
- 2) Section 12.2 of the new agreement states, in part, that the employee must have completed four (4) years of service as a Sergeant with the Clark County Sheriff's Office to be eligible to test for Lieutenant.
- 3) There are five employees who were promoted to the rank of Sergeant as of May 25, 2011 which could, depending on the posting date for the promotion, making them ineligible to test for the position.

The parties agree to the following:

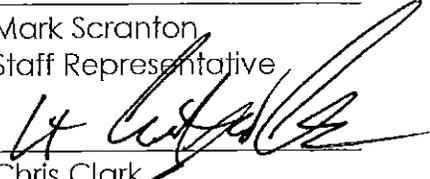
- 1) Those Sergeants promoted to the rank of Sergeant as of May 25, 2011 will be eligible to take the test for Lieutenant that will be offered in 2015 regardless of the four (4) years requirement.
- 2) Those Sergeants promoted to the rank of Sergeant as of May 25, 2011 will be eligible to receive the seniority points consistent with the collective bargaining agreement, if applicable.
- 3) This agreement is entered into on a one-time, non-precedent setting basis.

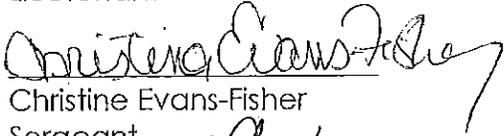
Sheriff's Office

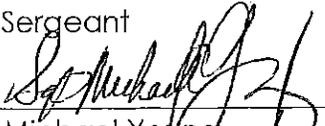
By: 
Gene A. Kelly
Clark County Sheriff

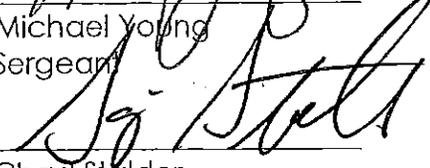
FOP/OLC, Inc.

By: 
Mark Scranton
Staff Representative


Chris Clark
Lieutenant


Christine Evans-Fisher
Sergeant


Michael Young
Sergeant


Chad Stalder
Sergeant

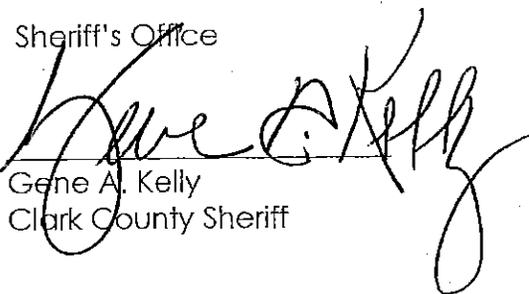
Memorandum of Understanding

This Memorandum of Understanding is made by and between The Clark County Sheriff and The FOP/OLC, Inc. representing the Command Officers of the Clark County Sheriff's Office.

1. It is agreed that the Captain's position shall not be filled at the present time and may remain unfilled through the duration of this agreement. It is further agreed that the position is not being abolished, and shall remain within the bargaining unit.
2. In the event the Sheriff opts to refill this position, the parties shall meet and discuss what effect this decision has on the bargaining unit.

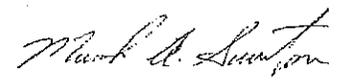
Sheriff's Office

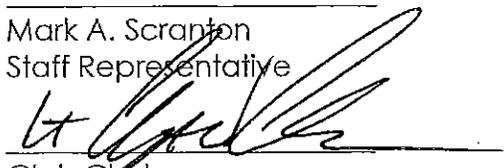
By:

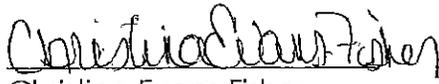

Gene A. Kelly
Clark County Sheriff

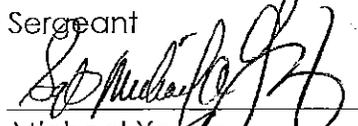
FOP/OLC, Inc.

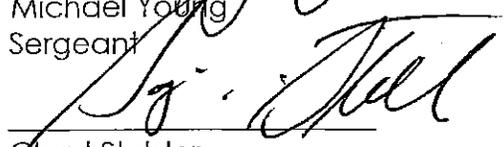
By:


Mark A. Scranton
Staff Representative


Chris Clark
Lieutenant


Christine Evans-Fisher
Sergeant


Michael Young
Sergeant


Chad Stalder
Sergeant