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AGREEMENT BETWEEN  
DELAWARE COUNTY SHERIFF  
AND  
THE FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL, INC.  
(Corrections Officers)

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EFFECTIVE: January 1, 2015  
EXPIRES: December 31, 2017  
SERB CASE NO. 2014-MED-09-1155

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## ARTICLE 1 - PREAMBLE

THIS AGREEMENT is entered into between the Delaware County Sheriff (hereinafter "the Sheriff" or "the Employer"), and the Fraternal Order of Police, Ohio Labor Council (hereinafter "the FOP/OLC, Inc" or "the Union"), to establish the wages, hours, terms, and conditions of employment between the parties. The parties intend the terms of this Agreement to supersede any Ohio Revised Code provision on the subjects.

## ARTICLE 2 - RECOGNITION

**Section 2.1:** The Sheriff hereby recognizes the Fraternal Order of Police, Ohio Labor Council as the sole and exclusive representative for all employees included within the Bargaining Unit described in Section 2.2 of this Article on matters related to wages, hours, and other terms and conditions of employment, and the continuation, modification or deletion of an existing provision in this Agreement, and the resolution of questions arising under this Agreement.

**Section 2.2 - Bargaining Unit:** The Bargaining Unit shall include all full time Corrections Officers (hereinafter referred to as "Corrections Officers," "Employees," or "Members"), and exclude the Jail Administrator, Sergeants and all other employees.

**Section 2.3 - Bulletin Boards:** The Sheriff will provide an FOP/OLC bulletin board in the break room. Only FOP/OLC bulletins will be permitted to be posted on the boards.

**Section 2.4 - Ballot Boxes:** The FOP/OLC shall be permitted, upon prior notification to the Sheriff, to place a ballot box in the break room for the purpose of collecting members' ballots on all FOP/OLC issues subject to ballot. Such box shall be the property of the FOP/OLC and neither the ballot box nor its contents shall be subject to review by the office.

**Section 2.5 - Use of Intra-Department Mails:** The FOP/OLC shall be permitted to use the intra-departmental mail system for the purpose of providing information pertaining to FOP/OLC business or Bargaining Unit representation to Bargaining Unit members. The FOP/OLC agrees that the use of the mail system will be reasonable and limited to providing information that is necessary for the normal conduct of FOP/OLC business or Bargaining Unit representation. All mail placed into the mail system by the FOP/OLC shall be the property of the Bargaining Unit member to whom it is addressed, and such mail shall not be subject to review by the office.

The FOP/OLC shall be permitted to use the Sheriff's Office e-mail system for the purpose of providing information pertaining to FOP/OLC business or Bargaining Unit representation to Bargaining Unit Members. The FOP/OLC agrees that the use of the e-mail system will be reasonable and limited to providing information that is necessary for the normal conduct of FOP/OLC business or Bargaining Unit representation. There shall be no expectation of privacy for any e-mail communication over the Sheriff's Office or County e-mail system. If the FOP/OLC elects to use the Sheriff's Office or County e-mail system, it shall adhere to any rules, regulations or policies applicable to e-mail distribution and use.

### ARTICLE 3 - NON-DISCRIMINATION

Section 3.1: The Employer and the FOP/OLC, Inc. agree not to illegally discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex, or disability.

Section 3.2: Corrections Officers have the right to refrain from forming, joining, assisting or participating in union activity, or to engage in any such activity. The FOP/OLC, Inc. expressly agrees that membership in the FOP/OLC, Inc. is at the option of the employee and that it will not discriminate with respect to representation between members and nonmembers.

Section 3.3: The Employer may take any and all actions necessary to comply with the Americans with Disabilities Act.

### ARTICLE 4 - GENDER AND PLURAL

Section 4.1: Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders 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 5 - DUES DEDUCTION

Section 5.1: During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the FOP/OLC, Inc. and the regular monthly FOP/OLC, Inc. dues from the wages of those employees who have voluntarily signed written dues deduction authorization forms permitting said deductions. No new written authorization forms will be required from any employees in the bargaining unit for whom the Employer is currently deducting dues. Written authorizations shall remain in effect until revoked in writing by the employee.

Section 5.2: The initiation fees, dues or assessments so deducted shall be in the amounts established by the FOP/OLC, Inc. from time to time in accordance with its Constitution and Bylaws. The FOP/OLC, Inc. Executive Director or designee shall certify in writing to the County Auditor the amounts due and owing from the employees involved.

Section 5.3: The Employer shall deduct dues once per month from the second pay of the month in accordance with the Union's written direction, to the extent there are wages owing to the employee to cover the deduction. If an employee is on medical leave, layoff or other extended unpaid absence, dues shall only be deducted for a period when wages are earned. If dues are owing for pay periods when the employee has no earnings or insufficient earnings to cover the deduction, the Employer shall deduct such dues out of future paychecks only upon the express written direction of the FOP/OLC, Inc. Executive Director or designee. All dues collected by the Sheriff shall be submitted to the Labor Council, at 222 E. Town Street, Columbus, Ohio 43215 no later than thirty (30) days after such collection.

**Section 5.4:** A check in the amount of the total dues withheld under this Article shall be tendered to the treasurer of the FOP/OLC, Inc. within thirty (30) days from the date of making said deductions.

**Section 5.5:** The FOP/OLC, Inc. hereby agrees to defend and hold the Employer, its officials and employees, harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the FOP/OLC, Inc. shall indemnify the Employer, its officials or employees from any such liabilities or damages that may arise.

#### **ARTICLE 6 - GRIEVANCE/LIAISON REPRESENTATIVE**

**Section 6.1:** The Union shall designate in writing to the Sheriff one grievance/liaison representative and alternate for each shift, if possible, and written notice of any changes in those positions. The Union may designate one such person as chairman.

**Section 6.2:** The investigation or processing of grievances shall not be on paid time except where the Sheriff or his designee calls a grievance step meeting and the involved employee or grievance representative is on his scheduled shift and then only to the extent the meeting occurs during the regular shift hours of the employee or representative. No call-in pay or overtime shall be paid for such meetings.

**Section 6.3:** Up to one Corrections Officer on a shift may be released from duty with pay for negotiations meetings with Management if the Sheriff or his designee determines that their absence will not underman his staff.

#### **ARTICLE 7 - CORRECTIVE ACTION AND RECORDS**

**Section 7.1:** An employee has the right to the presence and advice of an FOP/OLC representative at all disciplinary interrogations at which the employee is a witness or at which the employee reasonably believes could lead to he or she being disciplined (the Weingarten standard) and at his or her grievance meetings. In the event the Sheriff intends to conduct an interview with an employee, where discipline is being considered, he shall notify the employee in writing within a reasonable time period. Absent extenuating circumstances, the member should receive not less than forty-eight (48) hours notice so that he may contact an FOP/OLC representative or attorney prior to being interviewed.

**Section 7.2:** Refusing to answer questions about the employee's activity or about other employee's activity is grounds for insubordination. The employee shall be warned that he could be disciplined if he continues to refuse answering questions about another employee or himself. However, Garrity warnings shall be rendered when appropriate.

**Section 7.3:** An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

**Section 7.4:** To the extent practicable, all formal investigations and notifications of discipline resulting therefrom shall be completed within sixty (60) days of the time that the employer

receives notice of the conduct in dispute. If, after 60 days, it was not practicable to complete the formal investigation and notification of discipline, the Sheriff shall be entitled to extend the formal investigation and notification period by providing notice to the Member or his FOP/OLC representative in writing (including e-mail) in thirty (30) day intervals as to the status of the formal investigation. Nothing in this section prevents the Sheriff from compiling information on a Corrections Officer accused of engaging in, or aiding and abetting any unlawful activity. If after investigating the complaint, the Sheriff decides not to make a formal investigation of a Corrections Officer, the information gathered about the complaint shall not be placed in the employee's personnel file and the Corrections Officer shall be so informed of the Sheriff's decision. Written results of a formal investigation shall be provided to the Corrections Officer. The Corrections Officer and the FOP/OLC shall be provided full discovery of all material utilized to discipline him within a reasonable time after the completion of the investigation.

**Section 7.5 - Review of Personnel Files:** Any member shall be allowed, upon request, to review his personnel file on administrative business office days between 8:30 a.m. and 4:30 p.m., Monday through Friday. Such request shall be made to the Sheriff directly and review shall be made in the presence of the Sheriff or his designated representative at a time of mutual convenience. Release of personnel information to the public shall be in accordance with State and Federal laws. Any member may copy documents in his file. The Administration may levy a charge for such copying, which shall bear a reasonable relationship to actual cost. An employee may add memoranda to the file clarifying any documents contained in the file and may have a representative of the FOP/OLC present when reviewing his file

**Section 7.6:** Before a Corrections Officer is suspended or discharged pending a further investigation or as a result of an investigation, he will be informed by the Sheriff or his designee of the charges against him and given an opportunity to respond or challenge the intended action.

**Section 7.7:** An employee may require that the Sheriff or his designee record an investigation by the Sheriff or designee if he is being interviewed in a formal investigation. The employee may have a transcript of the recording or a copy of the recording at the Sheriff's expense. Only the Sheriff or his designee may conduct and/or operate the tape recording process.

**Section 7.8:** There shall be one personnel file, but payroll related information may be kept separate for the payroll clerk's use. Memoranda of minor reprimands shall not be considered for purposes of determining what discipline is appropriate if the incident is one (1) year old or older. Memoranda of formal reprimands shall not be considered for purposes of determining what discipline is appropriate if the incident is two (2) years old or older. Written memoranda of suspensions shall not be considered for purposes of determining what discipline is appropriate if older than two (2) years. All reprimands and suspension memoranda shall be removed from personnel files as soon as possible after the designated time limits provided that no further discipline of the same or similar nature is imposed within the retention period.

**Section 7.9:** If a member of the public makes a public records request for an employee's personnel file, the Employer shall notify the employee that such a request has been made and, if known, identify the requestor. The employee may request a meeting to review the personnel file prior to release to the member of the public. The parties agree that, absent extenuating

circumstances, the Employer shall not be obligated to delay its reply to the requesting party. If copies of the file are provided to the requestor, the bargaining unit member shall be provided a copy or inventory of the items supplied. The Employer shall not disclose any information contained within the personnel files which is exempt from public records release under the Ohio Public Records Act.

**Section 7.10:** The Employer may use a polygraph machine or CVSA, with the consent of the member, to investigate the truth or statements made by bargaining unit members. However, the employer may not use a computerized voice stress analysis (CVSA) or other mechanical device for such purposes unless the Sheriff has reasonable suspicion that a violation of policy, procedures, or unlawful activity has occurred.

### **ARTICLE 8 - PROBATIONARY EMPLOYEES**

**Section 8.1:** Employees who are new to the Bargaining Unit must complete a one year probationary period.

**Section 8.2:** Probationary employees shall be employees-at-will until the completion of the probationary period. As employees-at-will, probationary employees may be discharged for any reason and at any time prior to the completion of the probationary period. Such action shall not be grievable under the terms of this Agreement or otherwise subject to challenge.

**Section 8.3:** Newly-hired Corrections Officers must successfully complete the Corrections Officer training course within one year of their date of hire, or as soon as possible thereafter.

**Section 8.4:** If both parties agree, a probationary period may be extended. In such cases, the Employer shall provide the probationary employees with a written explanation of the performance deficiencies and goals for improvement.

### **ARTICLE 9 - SENIORITY**

**Section 9.1:** A probationary employee shall have no seniority until he satisfactorily completes the probationary period. An employee's seniority shall be terminated when one or more of the following occurs: he resigns, he is discharged for just cause, he/she is laid off for a period exceeding twelve (12) months, he/she retires, he/she refuses a recall or fails to report to work within seven (7) days from the date the Employer mails the recall notice. Seniority means the length of continuous regular employment by the Sheriff, except for shift bid purposes, in which case seniority means the length of continuous regular employment by the Sheriff as a Corrections Officer. Any ties will be broken by the date that the offer of employment was made to the employee.

### **ARTICLE 10 - CORRECTIVE ACTION**

**Section 10.1:** The Sheriff (or staff officers) will not discipline a non-probationary employee without just cause. The principles of progressive discipline below will be followed. The Sheriff

may determine that higher levels of discipline are required at times. However, any discipline issued is subject to review in the Grievance Procedure.

**Section 10.2:** Verbal counseling will be defined as an “exchange between the supervisor and an employee where the intent is to give adequate notice to any employee whose actions are improper and/or inadequate so that the employee may improve his or her performance to acceptable standards.” Verbal counseling will not be considered discipline and does not implicate Section 7.1. The failure of an immediate supervisor to issue appropriate disciplinary action shall not preclude any higher supervisory authority from initiating a timely investigation and issuing appropriate discipline.

**Section 10.3:** A minor reprimand is a written order stating an employee’s behavior or job performance is unacceptable or unsatisfactory behavior or performance may result in corrective action being taken.

**Section 10.4:** A formal reprimand is a written statement to an employee outlining his unacceptable or unsatisfactory behavior or job performance and, noting that as a matter of discipline, his activity is being documented for future employee evaluations of him. If a supervisor initiates discipline and reasonably believes no discipline greater than a formal reprimand may result, discipline may be issued without opening a formal investigation under Section 7.4.

**Section 10.5:** A suspension is a written statement to an employee outlining his unacceptable or unsatisfactory behavior or job performance and ordering him to suspend his work performance for a specified number of work days without pay. At the Sheriff’s discretion, a suspended employee may use comp time, holiday time, vacation or personal days in lieu of suspension time being taken without pay, except that, under no circumstance, shall an employee be permitted to substitute paid leave when his suspension has been imposed for attendance violations (including poor attendance) and/or abuse of leaves.

**Section 10.6:** A discharge is a written notification to an employee outlining his unacceptable or unsatisfactory behavior or job performance and terminating the existing employment relationship. A discharged employee must return all property issued to him.

**Section 10.7:** Before imposing a reduction in pay, demotion, suspension or discharge, the Sheriff or his designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the reason for the intended action or otherwise explain his or her behavior. The employee has the right to be accompanied at the conference by one representative of his or her own choosing. The conference will be scheduled as promptly as possible by the Sheriff or his designee. The Sheriff or his designee may impose reasonable rules on the length of the conference and the conduct of the participants.

**Section 10.8:** If the Sheriff or his designee determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he may suspend the employee with pay pending the conference provided for in Section 10.7 to determine final disciplinary action.

**Section 10.9:** The Sheriff may issue or modify reasonable Standard Operating Procedures (“S.O.P.”) for employees. Certain offenses may be serious enough to warrant immediate discharge without regard to previous reprimands or discipline. Such serious offenses may include, but are not necessarily limited to the following: (a) theft of or damage to property of the Employer; (b) theft of or damage to the property of a fellow employee or prisoner; (c) insubordination, or the uttering or threatening or abusive language toward Management, personnel, other employees or public; (d) intoxication, working under the influence of alcohol or a controlled substance, or the sale, possession or use of alcohol or any controlled substance; (e) falsification of any records, including employment records; (f) fighting; (g) breach of confidentiality; (h) physical, verbal or psychological abuse of employees, prisoners or the public; and (i) any conduct which could jeopardize the security of the jail or safety of fellow employees, members of the public, law enforcement officers or prisoners.

**Section 10.10:** When imposing a reduction in pay, demotion, suspension, or discharge, the Sheriff shall sign a written order of reduction, demotion, suspension, or discharge, and provide a copy of it to the employee(s).

**Section 10.11:** Ohio Revised Code § 124.34 is superseded by this Agreement and the sole and exclusive remedy for an employee wishing to contest a disciplinary action shall be through the grievance procedures of Article 12.

## **ARTICLE 11 - LAYOFFS**

**Section 11.1:** Members of the bargaining unit may be laid off only for lack of work, lack of funds, or abolishment of positions.

**Section 11.2:** In the event of a layoff situation, members of the bargaining unit will be laid off in accordance with their seniority (last hired, first laid off).

**Section 11.3:** A member of the bargaining unit who is laid off shall be subject to recall from lay off for a period of one (1) year.

**Section 11.4** A recall from layoff will be based upon seniority (last laid off, first recalled).

**Section 11.5** Before any full-time employee may be laid off, all part-time employees will be first laid off in the bargaining unit.

**Section 11.6:** Employees shall respond to a notice of recall within seven (7) days of the receipt of the notice and must report for work within fourteen (14) days of the receipt of the notice unless a longer time to report is allowed by the Sheriff. Notice shall be by U.S. Mail, email or personal service. Employees will be responsible for maintaining a current address with the Sheriff's Office. An employee who refuses recall or fails to report to work shall be considered to have resigned and forfeited all rights to continued employment. “Mail” shall be defined as the postmarking of a notice sent by certified mail, return receipt requested.

## ARTICLE 12 - GRIEVANCE PROCEDURE

Purpose - The grievance procedure is specifically designed to deal with all alleged violations of this existing contract and it replaces any procedure provided by the State Personnel Board of Review. All matters arising out of this contract are to be processed exclusively through the grievance procedure. Grievances must be filed in good faith.

**Section 12.1:** For the purposes of this procedure, the below listed terms are defined as follows:

- A. Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement
- B. Grievant - The "grievant" shall be defined as any employee or group of employees within the bargaining unit or the FOP/OLC.
- C. Days - A "day" as used in this procedure shall mean calendar days.

**Section 12.2:** The following procedures shall apply to the administration of all grievances filed under this procedure.

- A. All grievances shall include the name and position of the grievant, the identity of the provisions of this Agreement involved in this grievance; the time and place where the alleged events or conditions giving rise to the grievance took place; the identity of the party responsible for causing the grievance, if known to the grievant; and a general statement of the nature of the grievance and the remedy requested by the grievant.
- B. All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if any.
- C. The grievant may be represented at any step of the grievance procedure by the by the associate or FOP/OLC Representative.
- D. The time limits provided herein shall be strictly adhered to. If the Employer fails to respond within these time limits, the grievance shall automatically be presented to the Employer's representative at the next step of the procedure. If the Employee fails to comply with these time limits, the grievance shall be resolved based upon the Employer's answer at the previous step. These time limits may only be extended by written agreement of both parties.
- E. This procedure shall not be used for purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.
- F. This grievance procedure shall be the exclusive remedy for any matter or issue which could be the subject of a grievance.

G. Nothing in this Grievance Procedure shall deny Members or the FOP/OLC any rights available at law to achieve redress of their legal rights arising from a source independent of this Agreement, including the right to file charges with the State Employment Relations Board (hereinafter referred to as SERB) when an agency properly has jurisdiction over the subject matter. However, once a Member or the FOP/OLC elects to pursue a legal or administrative remedy in lieu of this Grievance Procedure, and a court or administrative tribunal takes jurisdiction over the complaint, dispute, or charge, the Member or the FOP/OLC is thereafter precluded from seeking a remedy under this Grievance Procedure. Likewise, once a Member or the FOP/OLC elects to pursue a Grievance Procedure in lieu of a legal or administrative remedy, the Member or the FOP/OLC is thereafter precluded from seeking a remedy apart from the Grievance Procedure. Nothing herein should be construed to waive a Member's statutory civil rights or any rights not able to be waived or released under state or federal law.

**Section 12.3:** All grievances shall be administered in accordance with the following steps of the grievance procedure.

**Step 1: Immediate Supervisor:** The grievant must file a written grievance with his immediate supervisor within seven (7) days following the event or circumstances giving rise to the grievance having occurred where the Member knew or should have known of such event or circumstance.

The immediate supervisor has seven (7) days from the time the grievance is actually properly received from the grievant to reply to the grievant. If the immediate supervisor denies the grievance or fails to timely respond, the employee may proceed to Step 2 by submitting the grievance to the Jail Administrator or other designee as defined by the Sheriff within seven (7) days after receiving the immediate supervisor's decision, or immediately after the seven (7) day period expires.

**Step 2: Jail Administrator:** If the grievance is not satisfactorily settled in the manner provided for in Step 1, the grievance shall be filed with the Jail Administrator or his designee, on a form to be provided by Management the FOP/OLC, within seven (7) days after the Step one (1) informal meeting. Such written grievance shall be signed by the aggrieved employee or the FOP/OLC representative and state the information required by Section 12.2, paragraph (a).

The Jail Administrator shall give his or her answer in writing within seven (7) days of the filing of the grievance.

**Step 3:** If the grievance is not satisfactorily resolved in the manner provided for in Step 2, the grievant may appeal to Step 3 by giving written notice of his or her appeal to the Sheriff within seven (7) days after receipt of the Step 2 answer, who (or whose designee) shall then meet with the grievant at a mutually agreed time to discuss the appeal within seven (7) days after the grievant has given notice of his or her appeal. The Management representative shall give a written answer within seven (7) days following the Step 3 meeting.

Any grievance of any suspension or discharge shall be filed in writing as specified in Section 12.2, paragraph (a) within seven (7) days of the disciplinary action taken and Steps 1 and 2 shall be waived for purposes of such a grievance.

**Step 4: Arbitration:**

- A. If the grievance is not satisfactorily resolved in the manner provided for in Step 3, the Union may request arbitration by giving the Sheriff written notice of its desire to arbitrate, which must be presented to the Sheriff or his designee within fourteen (14) days from receipt of the Sheriff's final Step 3 answer. If the parties are unable to agree upon a mutually selected arbitrator, then the Federal Mediation and Conciliation Service ("FMCS") shall be requested to furnish the parties with a list of seven (7) arbitrators from Ohio from which one shall be selected. Failing to mutually agree upon an arbitrator from this panel, the parties shall select the arbitrator by the alternate strike method (the parties alternately to strike first on each successive panel after the first panel). After six names are stricken by this procedure, the remaining person shall be the arbitrator. Either party shall have the option to completely reject the list of names and request another list once, provided the request is made within seven (7) days of receiving the initial list. The party completely rejecting the list of names and requesting another list will pay any additional costs associated with the production of another list. The arbitrator shall schedule the hearing with the mutual agreement of the parties as to date, time and place. The arbitrator shall hear and determine only one grievance, multiple grievance arbitration by one arbitrator at a single hearing being prohibited except upon specific and written agreement of the Union and Employer to do so. The sole exception to this is two or more grievances which arose out of the same nucleus of operative facts. Within thirty (30) days after the closing of the hearing, the arbitrator shall issue his award in writing.
- B. The jurisdiction and the authority of the arbitrator and his opinion and award shall be exclusively limited to the interpretation of the explicit provisions of this Agreement. He shall have authority only to interpret and apply the specific provisions of this Agreement. The arbitrator's decision shall be final and binding on all parties.
- C. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor to add to, subtract from or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination.
- D. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, as well as the related cost of the FMCS services, shall be borne equally by the parties. The grievant and the Associate shall be able to attend arbitration hearings at no loss of pay or benefits. The expenses of witnesses and other representatives shall be borne by the party they represent. A stenographic record of the arbitration proceedings may be made. Each party shall pay for

its own copy of such record, if requested. The party requesting the stenographer shall pay for the stenographer, provided however, that if the other party requests a copy of the record, the parties shall split the cost of the stenographer.

### ARTICLE 13 - STANDARD OPERATING PROCEDURE

**Section 13.1:** All work rules, general orders and work related material shall be known as the Standard Operating Procedures.

The Employer agrees to reduce the Standard Operating Procedures to writing and provide a copy to the Union Associate.

**Section 13.2:** Standard Operating Procedure changes shall be posted in the break room and provided to the Union Associate in advance of their taking effect. In order to be considered valid standard operating procedures shall be posted seven days prior to their effective date, unless mutually agreed by the parties in writing. A copy of the Standard Operating Procedures shall be kept in the Sergeant's Office.

The Sheriff shall provide access to the SOPs, including any future amendments thereto, and shall make the SOPs available in computer form on the Sheriff's office Computer Network for all employees to read and provide one copy on CD ROM to the FOP. The Sheriff will post changes/additions to the SOPs in paper format at each staff post designated by the Sheriff and will provide the changes/additions to the FOP in computer form in either disk, CD, or email format.

**Section 13.3:** No employee shall be disciplined for an alleged violation of an SOP which has not been promulgated as set forth in this Article.

**Section 13.4:** Standard Operating Procedures shall be applied consistently to all similarly situated employees in the same circumstances. Any disagreements over interpretation of the SOP's shall be presented to the Sheriff and may be processed in the grievance/arbitration procedure.

### ARTICLE 14 - MISCELLANEOUS

**Section 14.1 - Medical Examinations:** In any instance where the Sheriff sends an employee to a doctor designated by the Sheriff for a medical examination, the Employer shall pay the cost of the examination and shall pay the employee for the time expended taking such examination.

**Section 14.2 - Residency:** Employees shall be permitted to maintain a residence anywhere within one hour's driving time of the jail under normal driving conditions.

**Section 14.3 - Designee's Authority:** Any place the word "Sheriff" is used, it shall be construed to mean the Sheriff or his designated Supervisor being normally a sergeant or above.

**Section 14.4 - Selective Enforcement:** The Sheriff agrees not to selectively enforce the Standard Operating Procedures.

**Section 14.5:** The Jail Administrator shall continue to make reasonable provision for lunch periods and breaks on each shift.

**Section 14.6 - Shift Vacancies:** A vacancy which becomes available on a shift shall be immediately-posted in order that the position and the days off that are assigned to the position shall be filled by seniority. Once the initial posting is filled, the Employer will then post the position that became open due to the filling of the above vacancy three (3) additional times to be filled by seniority. There will be a five (5) day bidding period after posting of the vacancy. Whenever practicable, the positions shall be filled within ten (10) days of the posting of the vacancy.

#### **ARTICLE 15 - UNIFORM ALLOWANCE**

**Section 15.1:** The Employer agrees to provide each employee at the time of hire and maintain thereafter the required uniform garments including one pair of shoes or boots, three (3) long sleeve and three (3) short sleeve shirts, five (5) pairs of pants, a nylon duty belt, a jacket, gloves, a glove pouch and equipment identified per the Employer's policy.

**Section 15.2:** The distribution of equipment and attire to employees will be handled by the use of a "quartermaster system." The Sheriff will designate a quartermaster who will be responsible for the distribution of equipment and attire to bargaining unit members. The quartermaster will be responsible for overseeing the repair and/or replace equipment and attire when said repairs or replacements are needed. The quartermaster will place orders for necessary equipment and attire once a month, unless circumstances warrant the necessity of placing special orders. No employee will be unreasonably denied equipment and attire -- as specified in Article 15.1 -- if existing equipment and attire needs to be replaced or is damaged to the point where it cannot be repaired.

#### **ARTICLE 16 - EDUCATION AND TRAINING**

**Section 16.1:** All courses or seminars which the Employer requires will be paid for by the Employer. "Paid for" shall include tuition, book expenses, transportation reimbursement at the current IRS rate per mile, and reasonable overnight accommodations (verified by receipt). Employees shall also be eligible for reasonable meal expenses (verified by receipt) where the meals are not provided by the organization that is hosting the course or seminar. Employees shall also be paid their normal hourly wage while in attendance. Transportation reimbursement shall be made only when a County vehicle is not made available for the transportation and only one vehicle is used when more than one employee is attending at the same time. The employees shall be paid for a regular forty (40) hour work week at straight time for a week in training.

## ARTICLE 17 - SHIFTS AND/OR ASSIGNMENTS

**Section 17.1:** Each employee shall be entitled to trade hours of work with another qualified employee with the approval of the Jail Administrator. The approval for the trading of time shall not be unreasonably denied. The denial of said approval is subject to the grievance procedure. However, the employee who initiates the trade is responsible for the time traded and/or any disciplinary action that may result from the absence of either person involved in the relevant trade. The Memorandum of Understanding executed on 1-20-2004 is extended for the duration of this agreement.

**Section 17.2:** All bargaining unit members will bid for shifts and days off on a day designated by the Sheriff during the first pay period in December of each calendar year. The bidding will be based on seniority, which shall be the length of continuous regular employment by the Sheriff as a Corrections Officer.

**Section 17.3:** The Jail Administrator may reassign an employee during the year to a different shift or different days off upon five (5) days notice if, under the circumstances, the Employer determines that such change is reasonable and the Employer exercised his discretion in good faith. This Section 17.3 is subject to the grievance/arbitration procedure.

**Section 17.4:** The shift schedule bid in Section 17.2 shall become effective the first day of the first new pay period in January of each year. If a change in shift or days off requires a Corrections Officer to work more than 40.0 hours, the officer will be required to use compensatory time or vacation day to avoid overtime. Conversely, if a change in shift or days off requires a Corrections Officer to work less than 40.0 hours, the Corrections Officer shall be paid his/her full wages for the pay period with no deduction for the time actually worked less than 40.0 hours.

## ARTICLE 18 - DUTY HOURS

**Section 18.1:** The work week shall normally consist of forty (40) hours based on five (5) consecutive eight (8.0) hour workdays and two (2) consecutive days off. The hourly rate is based on a work week of forty (40) hours and a work year of two thousand and eighty (2,080) hours.

**Section 18.2:** The Sheriff may consider alternative scheduling plans and shall meet and discuss alternative(s) with the Union at least thirty (30) days before implementation. Any changes implemented by the Sheriff must be reasonable.

## ARTICLE 19 - OVERTIME PAY AND COURT TIME

**Section 19.1:** All employees, for hours worked in excess of forty (40) hours in a work week, shall be compensated, at the employee's election, either at (a) the rate of one and one-half (1-1/2) times the employee's regular hourly rate for all overtime or (b) compensatory time computed at the same rate to be taken in the future as approved. To the extent practical, and consistent with

efficient and effective operation of the jail, effort will be made to pre-schedule overtime. Hours worked includes all time in paid status.

Employees who are mandated to work posted overtime with at least forty-eight (48) hours notice may find a replacement to work the mandated overtime.

The replacement must be qualified to perform all of the essential functions of the position. The Employee must notify the Corrections Sergeant assigned to the shift the overtime is occurring on or the Lieutenant or Major of the fact that a replacement has been found at least eight (8) hours prior to the commencement of the overtime obligation.

The Employee who finds the replacement will be given credit for the mandatory overtime assignment for purposes of future scheduling.

Short term overtime assignments that are known to the Employer with less than forty eight (48) hours notice will be filled by first asking for volunteers, on an equalized basis, and then mandating Employees in rotation by reverse seniority if no volunteer can be located. In cases of short term overtime assignments known to the Employer with less than forty eight (48) hours notice, the mandated employee must work the overtime and may not find a replacement.

**Section 19.2:** If authorized by the Sheriff, or his designee, and mutually agreed upon, the employee will be allowed to take compensatory time off at the rate of one and one-half hours of compensatory time for each hour of overtime worked. An employee may not accrue more than one hundred sixty (160) hours of unused compensatory time. Compensatory time off shall be scheduled with approval of the Sheriff, or his designee. All accumulated compensatory time off exceeding one hundred sixty (160) hours must be used during the same fiscal year (January 1 - December 31) in which it is earned or it will be paid off at one and one-half times the employee's regular rate of pay in effect on December 31. The Employer shall make all reasonable efforts to make such payment within thirty (30) days of year end.

**Section 19.3:** Whenever approved by the Jail Administrator, employees called into work on behalf of the Employer or in Court due to their employment with the Sheriff, for less than three (3) hours, when the employee is not on duty shall be paid as if the employee worked for three (3) hours, subject to the method of compensation provided in Section 19.1 of this Article. An employee shall not receive such minimum pay for work or duties that are contiguous to the employee's work schedule, but instead shall be compensated at the applicable rate for all hours worked. For purposes of this section, "contiguous" means up to one hour before or up to one hour after the employee's scheduled work day.

**Section 19.4:** Requests for compensatory time off shall be made to the Jail Administrator or his designee, who shall have the discretion to determine the number of requests which may be granted on any given shift. If requests are submitted on the same day, seniority shall govern. Otherwise, requests shall be granted on a first come, first serve basis. Employees shall request compensatory time off at least three (3) days but not more than ninety (90) days prior to the requested time off. The Sheriff or his designee shall respond to such request, affirmatively or otherwise, within 24 hours of receiving said request, excluding weekends. The three (3) day

notice requirement may be waived by the Sheriff or his designee for extenuating circumstances. If a request is denied, it will be accompanied by a brief explanation for the reason of the denial.

#### ARTICLE 20 - JURY DUTY LEAVE

**Section 20.1:** Any employee who is called for jury duty, either Federal, County or Municipal, shall be paid his or her regular salary to the extent he is absent from his scheduled shift because of jury duty upon the employee turning over to the County any fee received from such service.

#### ARTICLE 21 - MILITARY LEAVE

**Section 21.1:** The Employer shall provide paid military leave in accordance with applicable law.

#### ARTICLE 22 - SICK LEAVE

##### Section 22.1:

- A. Sick leave shall be defined as an absence with pay necessitated by: (1) illness or injury to the employee; (2) exposure by the employee to contagious disease communicable to other employees; (3) serious illness, injury or death in the employee's immediate family; or (4) pregnancy per this Article.
- B. All full-time employees shall earn 4.6 hours paid sick leave for each eighty (80) hours worked and may accumulate such leave without limited. "Hours worked" shall be defined to include all time in paid status.
- C. An employee who is to be absent on sick leave shall notify the supervisor at the jail of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent.
- D. Sick leave may be used in increments of quarter (1/4) hours.
- E. Before an absence may be charged against accumulated sick leave, the Sheriff or designee may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Sheriff and paid by the Employer. The Sheriff shall not routinely require a doctor's certificate or examination of the bargaining unit.
- F. If the employee fails to submit adequate proof of illness, injury or death upon request of the Sheriff or in the event that upon such proof as is submitted or upon the report of medical examination, the Sheriff finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

- G. Any abuse of sick leave shall be just and sufficient cause for discipline as may be determined by the Sheriff.
- H. The Sheriff may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined, by a physician designated and paid for by the Employer, to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees.
- I. When the use of sick leave is due to illness or injury in the immediate family. "Immediate family" shall be defined to include the employee's spouse, children or parents of the employee. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to include grandparents, grandparents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, parents, father-in-law, mother-in-law, spouse, children, grandchildren, and legal guardian or other persons who stand in place of a parent to the employee.
- J. An employee who transfers from one department of the Employer to another department of the Employer shall be allowed to transfer his accumulated sick leave.
- K. Upon retirement or separation in good standing of a full-time employee, who has completed ten (10) year continuous employment, such employee shall be entitled to receive a cash payment equal to twenty-five percent (25%) of his accumulated sick leave at the employee's straight-time regular rate of pay in effect on his or her last work day.  
  
Upon death of a current full-time employee, who has completed ten (10) year continuous employment, such employee shall be entitled to receive a cash payment equal to thirty-three percent (33%) of his accumulated sick leave at the employee's straight-time regular rate of pay in effect on his or her last work day.
- L. If an employee's illness continues beyond the time covered by his earned sick leave, he may request an unpaid disability leave not to exceed six (6) months. Employees who exhaust sick leave during a prolonged illness or injury may also exhaust compensatory or vacation time before requesting an unpaid disability leave. If the employee supplies medical proof, the Sheriff may extend the period of disability leave.

**Section 22.2 - Disability Leave:**

- A. A Corrections Officer may request an unpaid disability leave for up to one (1) year if he continues to be injured, ill, or physically or mentally incapacitated from the performance of the regular duties of his position after he has exhausted his accumulated sick leave, comp time and vacation.

No reasonable request for unpaid leave which is supported by medically justified reasons will be denied by the Sheriff's Office. No unpaid leave request shall initially exceed 30 days. Any supplemental request exceeding thirty (30) days will be considered by the

Sheriff's Office with appropriate medical documentation. The Sheriff may elect to run FMLA leave concurrently with the unpaid disability leave referenced in this section. If any unpaid leave is granted by the Sheriff's Office, the Sheriff's Office will not be responsible for the payment of any medical or other benefits during the individual's time while on unpaid leave unless the employee is concurrently using unpaid FMLA leave.

- B. The Sheriff may place a Corrections Officer on unpaid disability leave after he has exhausted vacation, sick leave and compensatory time if, after an informal hearing concerning his condition, the Sheriff determines the Corrections Officer is unable to perform the regular duties of his position because of illness, injury, or other physical or mental disability. Prior to the hearing, the Sheriff may require the Corrections Officer to submit to an examination conducted by a licensed physician, psychiatrist, or psychologist, as appropriate to the circumstances, at the Sheriff's expense. Ordinarily, if the Corrections Officer is hospitalized or institutionalized at the time of the request, the disability leave may be granted without examination.
- C. Within one (1) year from the effective date of the unpaid disability leave, the Corrections Officer may apply for reinstatement. After receipt of a timely application for reinstatement, the Sheriff may require examination of the Corrections Officer by a licensed physician, psychiatrist, or psychologist, as appropriate to the circumstances, and shall designate the person to conduct the examination. The Sheriff shall pay for the examination. If the examination discloses the Corrections Officer has recovered from the disability and is otherwise able to perform the regular duties of his position, the Sheriff shall reinstate the Corrections Officer to his former or similar available position within thirty (30) calendar days from his written application.

**Section 22.3 - Maternity and Parental Leave:**

- A. Deputies may use their accumulated sick leave for absence due to pregnancy or for absence due to any medical condition related to pregnancy, childbirth, or postpartum recovery. At their option, Deputies may use their accrued paid leave for pregnancy, childbirth, or infant care.
- B. If an employee exhausts her accumulated sick leave, she may extend her maternity leave pursuant to Section 22.2(A) above. A Corrections Officer's request for a leave of absence for infant care purposes shall be treated as a request for an unpaid leave of absence for personal reasons pursuant to Section 22.4 below.

**Section 22.4 - Other Unpaid Leaves of Absence:**

- A. Deputies may request an unpaid leave of absence for educational or personal reasons. The Sheriff decides whether to grant these leaves. They may be granted for up to six months. Educational leave must be used for law enforcement training or specialized law enforcement experience which the Sheriff determines would benefit the department. Upon completion of the leave of absence, the Corrections Officer will be returned to his former or similar available position.

- B. Where the Corrections Officer is unable to pre-determine the exact length of his leave, the Sheriff may approve an indefinite leave to not exceed six (6) months. The Sheriff may permit the Corrections Officer to return to work during the six (6) month period, provided he gives the Sheriff at least two (2) weeks written notice of his desire to return.
- C. If a leave of absence is granted for a definite period of time, the Corrections Officer may be reinstated before the expiration of the leave.

**Section 22.5 - Family and Medical Leave:**

- A. The Sheriff may implement all aspects of the Family and Medical Leave Act in his discretion to the extent allowed by and not inconsistent with this Agreement and the Act.
- B. An employee shall be credited with an additional day off each time he or she does not utilize any sick leave for a period of six (6) months. In accordance with this provision, an employee would be eligible for two days maximum per year. Said time off shall be scheduled in the same manner as compensatory time in Article 19.

**ARTICLE 23 - HOLIDAYS/PERSONAL DAYS**

**Section 23.1:** Each employee shall earn one 8 hour holiday for each completed month on the active payroll. Holiday time may be accumulated and used the same as compensatory time under Article 19 (except that the holiday shall be equal to 8 hours at regular pay). At the completion of each calendar year, each employee may opt to be paid at the Corrections Officer's straight time rate in effect in December of the year in which such days are earned for any holidays accrued and not used during the year in question and shall be paid in a lump sum prior to December 15 of each year of the Agreement.

**Section 23.2:** In addition, each employee shall be entitled to two (2) personal leave days (16 hours) effective January 1, 2006, and each January 1 thereafter. These personal days must be used in the calendar year in which they first become available. These personal leave days may not be exchanged for pay or carried over into any subsequent year.

**ARTICLE 24 - VACATIONS**

**Section 24.1:** Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

<u>Years</u>	<u>Weeks</u>
1 but less than 6 years service	2 weeks
6 but less than 15 years service	3 weeks
15 but less than 20 years service	4 weeks
20 and over years of service	5 weeks

**Section 24.2:** Earned vacation shall be awarded on the employee's anniversary date in accordance with the above schedule, provided the employee is employed by the employer at that time.

**Section 24.3:** Vacation schedules shall be mutually arranged and recommended by each supervisor of the shift or supervisor of the division, subject to the Sheriff's approval. Vacation leave may be restricted, denied, or cancelled based on operational necessities. The necessities would be due to high volumes of workloads, special events, or emergencies that require a large portion of the workforce. Any unreasonable denial of a request may be the subject of a grievance. In the event that two Corrections Officers submit a vacation request on the same day which presents a conflict because each Officer's request includes days off in common, then the senior Officer shall be given first choice. Otherwise, vacation requests will be granted based on which request was made first. Vacation time may be taken in ¼ hour increments. The supervisor of the shift and supervisor of the division may grant more than one vacation request, subject to the Sheriff's approval. Once vacation leave is granted, it will not be cancelled by the Employer except in cases of emergency.

**Section 24.4:** An employee who transfers from one department of the Employer to another department of the Employer shall be allowed to transfer vacation time and seniority for the purpose of vacation accumulation.

**Section 24.5:** Any employee who resigns, or is terminated, retires or is laid off and has unused vacation time shall receive such vacation time. In the case of resignation, two weeks notice in writing to the Sheriff of the impending resignation is a prerequisite to receiving unused vacation credit.

**Section 24.6:** A Corrections Officer may indefinitely carry over earned vacation leave up to five hundred (500) hours.

**Section 24.7:** A request for vacation by the employee shall be made no more than ninety (90) days or less than three (3) days prior to the requested days off. If conflicting requests are submitted in the same day, seniority shall govern. Otherwise, requests shall be granted on a first come, first served basis. A request shall be granted or denied by the Sheriff or his designee as soon as reasonably practicable after it is submitted. If a request is denied, it will be accompanied by a brief explanation for the reason of the denial. The Sheriff or his designees shall respond to such request, affirmatively or otherwise within 24 hours of receiving said request, excluding weekends.

## **ARTICLE 25 - HEALTH INSURANCE**

**Section 25.1:** The Employer shall maintain a group health benefits plan for the bargaining unit. The plan and its benefits shall be equal to or better than the same plan in effect for the employees of the County generally (Management and Non-management employees alike).

**Section 25.2:** The Employer may implement reasonable changes in the health benefits plan so long as the changes are implemented for County employees generally. The Employer's

implemented plan must be reasonable, the Union or employees may file a grievance to challenge the Employer's compliance with this Article, including the reasonableness standard.

Section 25.3: The Employer shall meet and confer with representatives of the Union before implementing any changes.

ARTICLE 26 – WAGES

Section 26.1: The Steps of the salary schedule are defined as follows:

1. Step (A) applies to new employees during their one-year probationary period.
2. Step (B) applies to employees after completion of the one-year probationary period.
3. Step (C) applies to employees after three years' continuous service as a Corrections Officer.
4. Step (D) applies to employees after five years' continuous service as a Corrections Officer.

Corrections Officers employed as of the date of execution of this Agreement by the Sheriff will receive a 1% increase in their hourly rate of pay retroactive to January 1, 2015.

The following wage schedule shall become effective on July 1, 2015 (2.75% wage increase):

<i>Per</i>	<u>(A)</u>	<u>(B)</u>	<u>(C)</u>	<u>(D)</u>
<i>Hr.</i>	\$18.33	\$20.14	\$21.08	\$22.15

The following wage schedule shall become effective on January 1, 2016 (2.85% wage increase):

<i>Per</i>	<u>(A)</u>	<u>(B)</u>	<u>(C)</u>	<u>(D)</u>
<i>Hr.</i>	\$18.85	\$20.71	\$21.68	\$22.78

The following wage schedule shall become effective on January 1, 2017 (2.375% wage increase):

<i>Per</i>	<u>(A)</u>	<u>(B)</u>	<u>(C)</u>	<u>(D)</u>
<i>Hr.</i>	\$19.30	\$21.20	\$22.19	\$23.32

**Section 26.2:** The Sheriff's office agrees to the payment of longevity pay commencing January 1, 2006. For the duration of this contract, longevity pay will be paid at the following rates:

- A. 5 to 9 years - \$500.00
- B. 10 to 14 years - \$1000.00
- C. 15 to 19 years - \$1500.00
- D. 20 to 24 years - \$2000.00
- E. 25 years or more - \$2500.00

The Sheriff's office will include the longevity payments as part of the bargaining unit's regular bi-weekly paychecks.

**Section 26.3:** A Corrections Officer shall be paid a lump sum salary payment of \$250.00 for an Associate Degree or for completion of half of a Bachelor's Degree (with the full Bachelor's Degree to be completed within the next five (5) years).

A Corrections Officer shall be annually paid a lump sum salary payment of \$550.00 after completing a Bachelor's Degree.

A Corrections Officer shall be annually paid a lump sum salary payment of \$750.00 after completing a Master's Degree.

In order to qualify, the Associate or Bachelor's Degree can only be in law enforcement, rehabilitation/corrections, or the criminal justice fields.

The stipend is to be paid annually in a lump sum in the first pay in December.

An employee shall not be entitled to this educational stipend during his initial probationary year.

The parties incorporate the Delaware County Educational reimbursement policy as if it were fully set forth herein.

#### **ARTICLE 27 - SAVINGS CLAUSE**

**Section 27.1:** In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, the portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect.

#### **ARTICLE 28 - CONFORMITY TO LAW**

**Section 28.1:** This Agreement shall supersede any present and future State and Local laws, along with any applicable rules and regulations, and the invalidity of any provisions of this Agreement

by reasons of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

**Section 28.2:** If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

**Section 28.3:** In the event that any portion of this Agreement is rendered invalid or unenforceable, the Employer and the FOP/OLC, Inc. will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed or rendered invalid or unenforceable.

### **ARTICLE 29 - NO STRIKE**

**Section 29.1:** The Employer and the FOP/OLC agree that the grievance procedures provided herein are adequate to provide a fair and full determination of all grievances arising under this Agreement. It is the desire of the Employer and the FOP/OLC to avoid work stoppages and strikes.

Neither the FOP/OLC nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walk down, concerted "sick leave" or mass resignation, work stoppage or slowdown, including the honoring of any picket line established by other employees of the County or employees of other Employers, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. A breach of this Section may be grounds for discipline or discharge. The FOP/OLC shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this Section, provided that the FOP/OLC meets all of its obligations under this Article.

The FOP/OLC shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause. In the event of a violation of the "no-strike" clause, the FOP/OLC shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer is in violation of this Agreement, unlawful and not sanctioned or approved of by the FOP/OLC. The FOP/OLC shall advise the employees to return to work immediately.

**Section 29.2:** The Employer shall not lock out any employees for the duration of this Agreement.

## ARTICLE 30 - MANAGEMENT RIGHTS

**Section 30.1:** The FOP/OLC, Inc. recognizes the Delaware County Sheriff and Board of County Commissioners (“Management”) as the bodies of authority solely vested within the right to manage and fund the Delaware County Corrections Department.

**Section 30.2:** Except as specifically abridged, delegated, granted or modified by an express term of this Agreement, Management retains and reserves all powers vested in Management by the laws and the Constitution of the State of Ohio, including but not limited to their respective rights to:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Sheriff, standards of services, overall budget and use thereof, utilization of technology and organizational structure;
- B. To manage and determine, and from time to time redetermine as Management desires, the location, relocation and type and number of physical facilities, type of equipment, programs and the work to be performed;
- C. Establish and change work hours, work schedules and assignments;
- D. Manage and direct its employees, including the right to select, train, retrain, hire, promote, transfer, assign, evaluate, lay-off, recall, reprimand, suspend, discharge or discipline;
- E. To determine the Sheriff’s goals, objectives, programs and services, and to utilize personnel in a manner determined by Management to effectively and efficiently meet those purposes;
- F. To determine the size, composition and adequacy of the work force, including the right to lay off employees from duty;
- G. To promulgate and enforce work rules, department orders, policies and procedures;
- H. To require employees to use or refrain from using specified equipment, uniforms, weapons and other tools;
- I. To determine when a job vacancy exists, the duties to be included in the job classification, and the standards of quality and performance to be maintained;
- J. To determine overtime and the amount of overtime required;
- K. To maintain the security of records and other pertinent information;
- L. To determine the Sheriff’s overall goals and missions; and

M. To determine conduct and performance expected of an employee in an emergency situation.

**Section 30.3:** Management rights set forth above shall not be subject to arbitration or impairment by an arbitration award or otherwise except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right, or exercising it in a particular way shall not be deemed a waiver of any management right. Management may exercise any or all of the management rights set forth in this Article without prior negotiation with or agreement of the FOP/OLC, Inc.

**Section 30.4:** Management rights not limited in this Agreement are exclusively reserved by the Delaware County Sheriff and the Delaware County Board of Commissioners.

### **ARTICLE 31 - SCOPE AND SEVERABILITY**

**Section 31.1:** It is being understood that the employees in the unit covered by this Agreement have prior to these negotiations been protected in certain ways by various Ohio statutes, resolutions, rules, ordinances and regulations and that the state law also impinged in many ways on the responsibilities of the Employer identified above, and it being clear that the purpose of the current law in Ohio is to waive the law regarding wages, hours and working conditions of public employees and to make such issues subject to negotiation as indicated in Ohio Rev. Code § 4117.01 *et seq.*; and that certain issues between the members of the unit, including their FOP/OLC, Inc. representatives, and the Employer may be resolved through the grievance and arbitration procedure which shall be final and binding on the parties and shall eliminate the basis for such employees invoking any protective laws, rules or regulations except for those specifically stated in Ohio Rev. Code § 4117.10 to be exceptions, accordingly, it is agreed and understood by and between the parties hereto that:

**Section 31.2:** This Agreement supersedes all previous oral and written agreements or practices between the Employer and any employee within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement or practice, amendments, modifications, alterations, additions, or changes, oral or written, pertaining thereto shall be controlling or in any way affect the relations between the parties or the wages, hours and working terms and conditions of the employees covered by this Agreement.

**Section 31.3:** It is also agreed that during the negotiations leading to the execution of this Agreement, the FOP/OLC, Inc. has had a full opportunity to submit all items appropriate to collective bargaining and that the FOP/OLC, Inc. expressly waives the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The specific provisions of this Agreement are the sole source of any rights which the FOP/OLC, Inc. or any member of the bargaining unit may charge the Management has violated in raising a grievance.

Section 31.4: It is understood that to the extent the Employer's action or ability to take action to comply with this Agreement is restricted or affected by law or authority granted to some other governmental office, department or agency which is beyond the control of the Employer, the Employer shall not be liable. If the Employer is held liable due to negligence or wrongdoing by the Union, the Union shall hold the Employer harmless.

### ARTICLE 32 - LABOR RELATIONS MEETING

Upon mutual agreement on the need of a meeting, the Sheriff or his designee will meet with the directors to discuss any problems in the administration of this Agreement. There shall be no bargaining at these meetings. Attendance shall be voluntary and shall not be paid work time.

### ARTICLE 33 - INJURY LEAVE

Section 33.1: All full-time employees shall be entitled to time off without wage deduction from their salary, except that any Workers' Compensation weekly salary benefits which he may be awarded by the Ohio Industrial Commission (OIC) will be deducted for a period not to exceed 90 consecutive working days for employees working a forty (40) hour work week. This leave shall be used to recover from a medically verified disabling condition which prevents employees from performing their normally assigned duties. An "injury" includes one or more physical impairments resulting from the same accident.

Section 33.2: The Sheriff agrees that he will not require any members to exhaust sick leave prior to receiving injury leave. Corrections Officers will continue to receive insurance benefits while on injury leave. They shall continue to accrue seniority, sick leave, and vacation time credit. As a condition of this benefit, the Corrections Officer must pursue a Workers' Compensation claim for the injury.

Section 33.3: The following procedures must be followed to receive injury leave:

- A. Injury leave only applies to personal injury of a Corrections Officer occurring in the line of his duty. The Corrections Officer shall complete an accident/injury investigation form and in conjunction with the Sheriff (or his designee) shall report such injury to the Sheriff immediately and insure that a claim is filed with the OIC. Documentation will include, but is not limited to, a statement from the Corrections Officer's physician, an agreement covering Compensation Reimbursement, any necessary OIC forms and other documents as may be required by the Sheriff.
  1. In all cases where a Corrections Officer needs more than ninety (90) consecutive working days, the Sheriff will extend such leave by an additional ninety (90) consecutive working days, if determined by him to be necessary. Each Corrections Officer requesting such an extension under this policy may be required to furnish a current affidavit from the licensed physician setting forth the need for the extension. Any decision rendered by the Sheriff regarding extension under this policy may be appealed through the Grievance/Arbitration Procedure.

2. The Sheriff will attempt to provide transitional duty work for Corrections Officers who have received an injury on or off duty provided that transitional work is available.

### ARTICLE 34 - DRUG AND ALCOHOL TESTING

**Section 34.1 - Purpose:** The Sheriff recognizes the adverse effects illegal drug and alcohol abuse can have on the Sheriff's office, its services and the organization as a whole. It is also the Sheriff's right, obligation and intent to maintain a safe, healthful, and efficient work environment for all Sheriff Office employees, and to protect the Sheriff's property, equipment, operations, constituents and image. Accordingly, the Sheriff has adopted this substance abuse policy to help prevent any such adverse effects and to ensure a drug and alcohol-free working environment.

Under this policy, the Sheriff expects his corrections officers to refrain from being under the influence of illegal drugs and alcohol while on the job or on its premises. The Sheriff also expects his corrections officers to refrain from using, possessing, selling, purchasing, receiving or distributing illegal drugs or alcohol while on the job or on its premises, and to refrain from off-the-job use of illegal drugs or alcohol in a manner which affects job performance or threatens the safety or property of other corrections officers or the Sheriff.

In addition, this policy reaffirms the Sheriff's commitment to treatment and rehabilitation. The Sheriff strongly encourages corrections officers who have a drug or alcohol-related problem to voluntarily seek confidential assistance through the Sheriff's designated Employee Assistance Program (EAP) or another appropriate program.

#### **Section 34.2 - Policy:**

##### A. Definitions

"Drug" means: A chemical substance, including alcohol, that produces physical, mental, emotional or behavioral change in the user.

"Illegal" drug means:

1. Drugs which are not legally obtainable;
2. Drugs which are legally obtainable but have been obtained or are used illegally;  
or
3. Drugs which are not used for the purpose for which they are prescribed or manufactured.
4. Includes, in addition to others: marijuana, cocaine, opiates (morphine, heroin, codeine), amphetamines, benzodiazepines, barbiturates and phencyclidine (pcp).

"Legal drug" means: Prescription drugs and over-the-counter drugs legally obtained and used for the purpose for which they are prescribed or manufactured.

“On the job” means: During working hours and/or on Sheriff's Office premises, and includes break, lunch and/or dinner periods, regardless of whether the corrections officer is actually on Sheriff's Office premises.

“Positive or failed” drug or alcohol test means: One which determines the presence of illegal drugs or alcohol in urine, blood, breath or saliva at a level and/or in an amount which is prohibited under the federal Department of Transportation's controlled substance and alcohol testing rules applicable to drivers of commercial motor vehicles and in effect at the time of the test.

“Under the influence” means: The presence of illegal drugs, or alcohol in a corrections officer's blood, breath, saliva or urine at a level and/or in an amount which is prohibited under the federal Department of Transportation's controlled substance and alcohol testing rules applicable to drivers of commercial motor vehicles and in effect at the time of the incident in question.

“Reasonable cause” means: A belief that illegal drug or alcohol use is influencing a corrections officer's behavior, appearance, job performance, attendance, or fitness for duty, and/or that the corrections officer is using, possessing, selling, purchasing, receiving or distributing illegal drugs or alcohol while on the job or while on Sheriff's Office premises, and/or that the corrections officer is using illegal drugs or alcohol off-the-job in a manner which affects job performance or threatens the safety or property of other corrections officers or the Sheriff's Office.

“Random testing” means: Selection of a corrections officer from a pool of other corrections officers to submit to a drug and/or alcohol test, which is made regardless of whether any suspicion of illegal drug or alcohol use exists, and which is based on an equal probability of selection. Note: all corrections officers, including those selected previously, have an equal chance of being selected each time random selection occurs; this means any corrections officer may be selected more than once while others have not been selected.

### **Section 34.3 - Drug and Alcohol Rules and Discipline:**

#### **A. Corrections Officers Use of Drugs or Alcohol**

Corrections officers who are under the influence of, or who use, possess, sell, purchase, receive or distribute illegal drugs or alcohol while on the job or while on Sheriff's Office premises are subject to disciplinary action in accordance with the contract or mandatory referral to EAP.

Corrections officers who use illegal drugs or alcohol off-the-job in a manner which (a) affects job performance; or (b) threatens the safety or property of other corrections officers or the Sheriff's Office are subject to disciplinary action in accordance with the contract or mandatory referral to EAP.

B. Drug and Alcohol Testing

1. Coverage

The Sheriff reserves the right, at his expense, to require any corrections officer to submit to a drug and/or alcohol test as a condition of employment in any bargaining unit position under any of the circumstances set forth below.

2. Reasonable Cause

The Sheriff may require a corrections officer to submit to a drug and/or alcohol test if it has any reason to suspect or to believe that the corrections officer (a) is under the influence of illegal drugs or alcohol while on the job or while on Sheriff's Office premises; (b) is using, possessing, selling, purchasing, receiving or distributing illegal drugs or alcohol while on the job or while on Sheriff's Office premises; or (c) is using illegal drugs or alcohol off-the-job in a manner which affects job performance or threatens the safety or property of other corrections officers or the Sheriff's Office.

3. Post-Incident Testing

The Sheriff may require a corrections officer involved in any incident on work time which causes property damage or personal injury requiring off-site treatment, or an incident or shooting off Sheriff's Office premises while on the job or involving the use of County's vehicles or equipment, to submit to a drug and/or alcohol test.

4. Leave of Absence Testing

The Sheriff may require all corrections officers returning from a leave of absence of six (6) months or more to submit to a drug and/or alcohol test. Such corrections officers must successfully pass the test, subject to the rules and discipline of this policy, as a condition of returning to work. This rule does not apply to corrections officers returning from a vacation.

5. Random

The Sheriff may require any or all of its corrections officers to submit to random testing for illegal drugs or alcohol.

6. Testing is Discretionary

IMPORTANT: All of the above drug and/or alcohol testing is discretionary, and this policy in no way limits the Sheriff's right to discipline or discharge a corrections officer for illegal drug or alcohol-related reasons without requiring a drug and/or alcohol test, such as based on observed use, possession, sale, or being

under the influence of illegal drugs or alcohol, and/or due to some other violation of this contract.

**Section 34.4 - Procedures and Discipline:**

Corrections officers required to submit to a drug and/or alcohol test who refuse to consent to testing, sign the appropriate forms and/or comply with all sample collection and chain-of-custody procedures are subject to disciplinary action, including immediate discharge.

Corrections officers -- including corrections officers required to submit to post-incident testing, physical exam testing, or who are returning from a (6) month layoff or leave of absence -- who fail to pass any drug and/or alcohol test are subject to disciplinary action, including referral to the Sheriff's designated EAP.

Corrections officers who are not terminated for a first violation of this policy but who commit a second violation of any aspect of this policy will be subject to non-discretionary and automatic termination of their employment subject to their appeal rights pursuant to the grievance procedure contained herein.

With respect to corrections officers required to submit to "reasonable cause" or "post-incident" testing, in most cases such corrections officers will be removed from employment and will remain off duty without pay pending the Sheriff's receipt of the corrections officers' drug and/or alcohol test result. Corrections officers removed from employment and required to submit to such a drug and/or alcohol test -- but who pass the drug and/or alcohol test -- will be permitted to return to work following the Sheriff's determination that they can still safely and properly perform their job. Such corrections officers also will receive back pay equivalent to the amount the Sheriff would have paid the corrections officer had the corrections officer not been removed from employment. For "post-incident" testing, and depending on the nature of the corrections officer's injury (if any), such back pay entitlement is subject to and may be superseded by the contract.

**Section 34.5 - Prescription and Over-the-Counter Drug Use:**

The Sheriff does not prohibit corrections officers from using prescription or over-the-counter drugs, provided: (a) the prescription drugs are prescribed for medical reasons by a licensed medical practitioner, dosage, frequency prescribed on the label; and (b) the corrections officer's use of prescription or over-the-counter drugs does not affect job performance or threaten the safety or property of other corrections officers or the Sheriff.

The Sheriff reserves the right to apply the disciplinary procedures of this contract, including requiring a drug and/or alcohol test, to any corrections officer who uses prescription or over-the-counter drugs in a manner which violates this rule.

## Section 34.6 - Corrections Officers Assistance:

### A. Voluntary Submission to EAP

Any corrections officer of the Sheriff's Office who has developed an addiction to, dependence on, or other recurring problem with illegal drugs or alcohol should voluntarily seek assistance by writing, calling or visiting the Sheriff's Office designated EAP or another appropriate employee assistance program. All voluntary inquiries will be held in confidence to the extent practicable. **IMPORTANT:** Corrections officers who first violate this Substance Abuse Policy and then seek voluntary assistance will not avoid discipline and/or discharge under this contract.

### B. Discretionary Referral to EAP

Where the Sheriff determines that a corrections officer is in violation of this Substance Abuse Policy, in lieu of immediate discharge the Sheriff may -- but within his sole discretion -- refer the corrections officer to the Sheriff's designated EAP, for assessment and evaluation of whether the corrections officer is addicted to, dependent on, or has a recurring problem with illegal drugs or alcohol. Corrections officers referred to EAP who are found to have an addiction to, dependence on, or recurring problem with illegal drugs or alcohol may be required -- as a condition of continued employment -- to successfully complete any outpatient or inpatient treatment and rehabilitation program, and any and all follow-up care, including any random drug and/or alcohol testing, established for them and/or to which they are referred by EAP. Any corrections officer who refuses such referral to EAP or any treatment program, rejects or leaves treatment, fails to abide by all aspects of his or her treatment program, including random drug and/or alcohol testing and any and all other follow-up care, is subject to disciplinary action, including immediate discharge.

Note: Each and every random or follow up drug and/or alcohol test to which a corrections officer is required to submit as a result of his or her referral to EAP under this provision must be conducted by the laboratory with which the Sheriff already contracts, or by another laboratory which the Sheriff has approved in advance of any such testing. Corrections officers must pay the total cost of each and every such random or follow up drug and/or alcohol test. Such payment normally will occur through a payroll deduction, unless other arrangements with the Sheriff are made in advance. Any corrections officer who refuses or fails to submit to any such test or pay the cost of any such test will be subject to disciplinary action, including immediate discharge.

### C. Time Off for Inpatient Treatment

Corrections officers referred by EAP or another appropriate employee assistance program for inpatient treatment and rehabilitation may be entitled to use any paid leave days, or obtain an unpaid leave of absence, pursuant to the contract, during the period of inpatient treatment. This policy does not, however, alter, amend or modify any of the vacation,

personal days, or leave of absence policies under the contract, or grant corrections officers any more time off than that already permitted.

ARTICLE 35 - DURATION

This Agreement shall become effective on January 1, 2015 and shall remain in full force and effect through December 31, 2017.

[Signature page to follow]

SIGNATURES

FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.

DELAWARE COUNTY SHERIFF

By:

By:

Mark E. Drum  
Mark Drum Date  
FOP/OLC Representative  
Chief Spokesperson

Russell L. Martin  
Russ Martin June 8, 2015  
Delaware County Sheriff

[Signature]  
Team Member 315

Pat Yankie  
Pat Yankie  
Chief Deputy

Troy Stiff  
Team Member 315

Pam Sonagere  
Pam Sonagere  
Human Resources Manager

[Signature]  
Team Member 315

Dan Guttman  
Dan Guttman  
Chief Spokesperson