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AGREEMENT

between

FRANKLIN COUNTY SHERIFF'S OFFICE

and

TEAMSTERS LOCAL NO. 413

Unit 1

Civilians

September 22, 2015- December 31, 2017

Unit 1
Franklin County Sheriff's Office and Teamsters Local No. 413

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ARTICLE 1
AGREEMENT

Section 1.1
This Agreement is made and entered into by and between Teamsters Local Union No. 413 (hereinafter referred to as the Union) and the Franklin County Sheriff's Office (hereinafter referred to as the Sheriff).

Section 1.2 Purpose.
This Agreement between the parties is made for the purpose of promoting cooperation, orderly and constructive relations between the Union, its members and the Sheriff and his employees, and as an indication of the parties' concern in working toward the goal of maintaining the maximum efficiency of the Sheriff's Office.

It is also the purpose of this Agreement to comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining units as defined herein.

Section 1.3 Legal References
Unless otherwise indicated, the terms used in this Agreement shall be interpreted in accordance with the provisions of Chapter 4117 of the Ohio Revised Code. Where this Agreement makes no specification about a matter the Sheriff, bargaining unit members and the Union are subject to all applicable federal and state laws pertaining to the wages, hours, and terms and conditions of employment for bargaining unit members. Laws pertaining to civil rights, affirmative action, unemployment compensation, workers' compensation, and retirement of the bargaining unit members are not superseded by this Agreement. The conduct and grading of examinations, the rating of candidates, and the establishment of eligible lists from examinations are not subjects of bargaining under this Agreement.

A. Determination of Invalidity.

Should any part of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Agreement be restricted by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portion of this agreement by a tribunal of competent jurisdiction, and upon written request by either party, the parties to this Agreement shall meet within fourteen (14) days of receipt of the written request, in an attempt to modify the invalidated provisions by good faith negotiations.

B. Sanctity of Agreement.

Unless otherwise specifically provided in this Agreement, no changes in this Agreement shall be negotiated or effected during the duration of this Agreement unless there is a written accord by and between the parties hereto to do so. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties.

ARTICLE 2
RECOGNITION

Section 2.1 Recognition.
The Sheriff hereby recognizes the Union as the sole and exclusive representative for all employees included within the bargaining units described in this Article in matters relating to wages, hours and other terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of an agreement between the parties, and the resolution of questions arising under this agreement.

Included: All clerical, service, maintenance and technical employees, medical records clerks, and dental assistants, Correction Records Officers and Correction Service Coordinators of the Franklin County Sheriff's Office.

Excluded: All deputy sheriffs, patrol communications technicians, dispatchers, social workers, social service workers, data security specialists, full time registered nurses, full time licensed practical nurses, chaplains, programmer analysts, management-level employees, confidential employees and supervisors as defined in the Act.

When the Sheriff determines that a bargaining unit employee and/or position otherwise covered by this Agreement acts in a fiduciary capacity pursuant to Section 124.11 of the Ohio Revised Code, he or his designee shall notify the Union, in writing, of said determination, and upon agreement the employee and/or position shall be removed from the bargaining unit. The parties will then jointly amend the certified unit. Disputes over the fiduciary capacity of an employee or position shall be resolved through arbitration. If the Sheriff changes the bargaining unit status of an employee and/or position for a reason other than a fiduciary capacity, the Sheriff shall notify the Union, in writing, of said change and upon agreement the employee or position shall be removed from the bargaining unit. Disputes over inclusion and exclusion of all newly created, abolished, or merged positions, or status changes, and title changes shall be resolved at the State Employment Relations Board. In cases of agreement on unit changes, the parties will prepare an addendum to the agreement.

ARTICLE 3
DEFINITIONS

The following terms are defined as follows in this Agreement:

Section 3.1 Calendar Days.
Unless addressed otherwise within an article of this Agreement, days shall mean calendar days. When counting a period of time, the number of days will include work days, days off, and days an employee is on leave.

Section 3.2 Continuous Service.
Continuous Service means the uninterrupted service of an employee of the Sheriff's Office where no "full break in service" has occurred. It shall include the service time that has been adjusted for a "partial break in service". For purposes of County-paid life insurance, dental insurance, and vision insurance, continuous service means the uninterrupted service in which an employee is paid by warrant of the County Auditor. Time on family/medical leave (480 hours/year), authorized leave without pay, leave with pay, and military leave shall be counted as continuous service.

Section 3.3 Disparate Treatment.
Actions taken that are markedly distinct in quality or character and made up of fundamentally different and dissimilar elements when the facts are the same or of a similar nature.

Section 3.4 Full Break in Service.
Full Break in Service shall be defined as a resignation or other separation from service with the Sheriff, which does not carry with it a right to reinstatement. When a "full break in service" occurs, an employee's date of continuous service shall be the date that the person returned to active duty.

Section 3.5 Partial Break in Service.
Partial Break in Service shall include a separation from service of thirty-one days or more for unpaid educational leave, absence without authorized leave for more than five (5) days (e.g., AWOL, as opposed to LWOP), and separation from service which carries with it the right to reinstatement (e.g., disability retirement, etc.). When a "partial break in service" occurs, the employee's service is to be adjusted by the number of days that the employee was not in service. This will be done by counting the number of days during the break in service and then adjusting the employee's start date forward in time by an equal number of days.

Section 3.6 Sheriff.
Any reference to the term Sheriff also includes within that meaning the employer, the Sheriff's designee or the Acting Sheriff.

Section 3.7 Seniority.
Seniority shall be the time in continuous service in good standing within the particular department or bureau of the Sheriff's Office. Seniority within the department or bureau shall be the determining factor for assigning days off within the particular department or bureau, except when an employee in a no pay status is protected by the provisions of the FMLA. Otherwise, employee seniority shall be adjusted for any member who has been in a no pay status for a cumulative forty (40) hours or more.

ARTICLE 4
NON-DISCRIMINATION

Section 4.1 Joint Pledge.
The Sheriff and the Union shall not unlawfully discriminate against any member of the bargaining unit on the basis of the member's race, color, religion, gender, national origin, age sexual orientation, gender identity, disability than can be reasonably accommodated, or veteran status.

Section 4.2 Union Pledge.
The Union agrees not to interfere with the desire of any member to become and remain a member of the Union, or to refrain from membership. The Union agrees to fairly represent all members of the bargaining unit subject to the provisions and procedures set forth in Sections 4117.11(B)(6) and 4117.12 of the Ohio Revised Code.

Section 4.3 Sheriff's Pledge.
The Sheriff agrees not to discriminate against any member of the bargaining unit on the basis of his membership or non-membership in the Union nor to discriminate, interfere with, restrain or coerce any member because of or regarding his activities as an officer or other representative of the Union.

Section 4.4 Gender and Plural References.
Words, whether in the masculine or feminine genders, shall be construed to include both genders. By the use of either gender it is understood that the use is for convenience purposes only and is not to be interpreted as discriminatory. Whenever the context so requires, the use of words in the singular shall be construed to include the plural, and words in the plural, the singular.

ARTICLE 5
DUES DEDUCTION

Section 5.1 General.
Pursuant to Section 4117.09(B)(2) of the Ohio Revised Code, the Sheriff agrees to deduct Union membership dues in the amount certified by the Union to the Sheriff, each pay period from the

pay of any Union member requesting the same in writing. Such certification shall identify the total amount due annually, which shall be divided by the number of pay days in the year to determine the amount deducted per pay period. In the event that the amount cannot be exactly divisible by the number of pay days, the figure is to be rounded up to the nearest penny that will allow full coverage of the annual amount. The Sheriff also agrees to advise the Franklin County Auditor to deduct Union initiation fees and assessments, if any, in the pay period of each month, in which such fees and assessments are due, from the pay of any appropriate Union member.

No other employee organization dues shall be deducted from any member's pay for the duration of this Agreement.

Section 5.2 Process.
If a deduction is desired, the member shall sign a payroll deduction form which shall be furnished by the Union and presented to the Sheriff's Payroll Office. The Sheriff agrees to furnish the Union once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a listing of the members for whom deductions were made. Nothing herein shall prohibit Union members covered by this Agreement from submitting dues directly to the Union.

Section 5.3 Additional Deductions.
The Sheriff shall provide the Union with additional payroll deductions for the purpose of the Union providing additional member benefits. No payroll deductions shall be made for these benefits without prior written approval of the member.

Section 5.4 No Deduction.
The Sheriff's obligation to make deductions shall terminate automatically upon a termination of employment or transfer of a member to a job classification outside this bargaining unit. In the event that a member has insufficient pay in a pay period to cover the dues deduction or fees, it shall not be an obligation of the Sheriff to deduct such dues or fees from the employee's future pay check or otherwise collect the amounts.

Section 5.5 Indemnification.
The Sheriff assumes no obligation, financial or otherwise, arising out of these provisions regarding the deduction of membership dues, fees or assessments. The Union hereby agrees it will indemnify and hold the Sheriff harmless from any claims, actions or proceeding by any employee arising from the lawful deductions arranged by the Sheriff in reliance upon the provisions of this Section.

Section 5.6 Errors.
If it is found that an error was made, the Sheriff shall correct the error in the next pay period that the Union dues deduction would normally be made by advising the Franklin County Auditor to deduct the proper amount. The Union shall notify the Sheriff in writing of said error.

Section 5.7 Increases.
The Union shall notify the Sheriff in writing of any increase in the current dues being deducted. Such increase of dues shall be deducted in the second pay period following notification of any increase in dues.

Section 5.8 Fair Share Fee.
Employees who are not members of the Union shall as a condition of employment with the Sheriff pay to the Union a fair share fee. This fair share fee does not need written authorization of the employee and shall be paid pursuant to the provisions of 4117.09(C) of the Ohio Revised Code and shall be automatically deducted from an employee's pay and forwarded to the Union along with the regular dues deductions, which will include a legal rebate appeals procedure.

ARTICLE 6
GRIEVANCE PROCEDURE

Section 6.1 Grievance Defined.
A grievance shall be defined as any dispute or disagreement among the parties which arises out of the interpretation or application of a provision or provisions of this Agreement.

Section 6.2 Jurisdiction.
Nothing in this grievance procedure shall deny members any rights available at law to achieve redress of their legal rights. However, once a member elects to pursue a legal or administrative remedy in lieu of this grievance procedure, and a court or administrative tribunal accepts jurisdiction over the issue, the member is thereafter precluded from seeking a remedy under this procedure and any grievance in process shall be voided.

Section 6.3 Representation.
A grievance can be initiated by the Union representative or an aggrieved member. When a group of members desire to file a grievance involving each member of the group in a substantially similar manner, all members shall sign the grievance, and the Union representative or the designated representative of the affected group of members will process the grievance.

Section 6.4 Grievance Documentation.
All grievances must be in writing, must contain the following information to be considered, and must be filed using the grievance form mutually agreed upon by the parties.

A. Aggrieved employee's name and signature, except when a class action grievance is filed. A class action grievance must be signed by a Union representative.
B. Aggrieved employee's classification, or grieved unit's classification in cases where a class action grievance is filed on behalf of a particular unit.
C. Date, time, and location of the incident that gave rise to the grievance.

D. Date that the issue giving rise to the grievance was first discussed and the name of the supervisor with whom the grievance was discussed.
E. Date the grievance form was completed.
F. A description of the incident giving rise to the grievance.
G. Specific section(s) of the Agreement violated.
H. Desired remedy to resolve the grievance.

Section 6.5 Timeliness.
All grievances must be presented in writing at the appropriate commencement step within fourteen (14) calendar days from the date that the member or group of members or the Union first learned of grounds for the grievance or it shall be barred from further processing. Grievances must be timely processed at the proper step in order to be considered at the subsequent steps. Any employee may withdraw a grievance at any point by submitting a statement in writing to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not submitted or appealed by the employee within the time limits provided herein shall be considered resolved based upon management's last answer. Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the parties.

Section 6.6 Time off for Step 1, 2, and 3 Meetings.
The grievant and steward, if applicable, shall be allowed time off from regular duties with pay for attendance at Step 1, Step 2, or Step 3 grievance meetings. In the event that more than one grievant is involved, the chief union steward and union representative shall represent all grievants at the Step 1, Step 2, or Step 3 grievance meetings. Overtime compensation or compensatory time cannot be earned for time spent in Step 1, Step 2, or Step 3 grievance meetings.

Section 6.7 Grievance Procedure.
It is the mutual desire of the Sheriff and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of work schedules. The Sheriff and the Union agree to make a responsible effort to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed, except that class action grievances which affect more than one Division and disciplinary grievances for suspension or removal will be submitted at Step 3:

A. **Step 1. Supervisor.**
In order for a grievance to receive consideration under this procedure, the grievance must be submitted in writing to the employee's immediate supervisor within fourteen (14) days of the occurrence that gave rise to the grievance or date when the grievant should have known of the occurrence, whichever comes later. The supervisor shall provide a response in writing on the grievance form within seven (7) days following the date on which the supervisor received the grievance.

B. **Step 2. Chief Deputy.**

If the grievance is not resolved at Step 1, the grievant with the appropriate Union representative, if applicable, shall within ten (10) days of the date that the Step 1 response was received, deliver the grievance to the Chief Deputy. The Chief Deputy shall have ten (10) days in which to schedule a meeting, unless the meeting is waived by mutual agreement, with the aggrieved employee and his or her representative, if applicable. The Chief Deputy shall respond in writing to the grievance, on the agreed upon grievance form, within ten (10) days following the meeting date.

C. **Step 3. Sheriff.**

If the grievance is not resolved at Step 2, the grievant, with the appropriate Union representative, if the former desires, may refer the grievance to the Sheriff, or his designee, within ten (10) days after receiving the grievance form. The Sheriff shall have ten (10) days in which to schedule a meeting with the aggrieved employee and his or her representative, if applicable. The Sheriff shall respond to the grievance within ten (10) days following the meeting. If the Sheriff or his designee does not respond in the allotted time period, the grievance may be taken to arbitration.

ARTICLE 7
ARBITRATION

Section 7.1 Selection.

Should a grievant, after receiving the answer to the grievance at Step 3 of the grievance procedure, still feel that the grievance has not been satisfactorily resolved, the grievant may, through his or her Union representative, request that the grievance be heard before an arbitrator. The Union or Sheriff may advance the grievance to arbitration upon written notice to the other party. A request of arbitration must be submitted within fourteen (14) days following the date the grievance was answered in Step 3 of the grievance procedure. In the event the grievance is not referred to arbitration by the Union within the time limits prescribed, the grievance shall be considered resolved based upon the Step 3 reply. Upon receipt of a request for arbitration the Sheriff or his designee and the representative of the Union shall, within ten (10) working days following the request for arbitration request a list of seven (7) impartial arbitrators, from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of the list of seven (7) arbitrators, the parties shall select an arbitrator within ten (10) working days from the date the list is received. If an agreement cannot be reached as to one mutually acceptable arbitrator from the panel, the parties shall use the alternative strike method from the list of seven (7) arbitrators. The right to strike the first name shall be determined by a coin toss. After the first strike, the other party shall strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by the FMCS and request another list, one time each. The parties shall agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to the hearing.

Section 7.2 Arbitrability.
The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's scope of authority or jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. The arbitrator will decide the question of arbitrability before consideration of the merits.

Section 7.3 Authority and Responsibility of the Arbitrator.
The arbitrator shall conduct a fair and impartial hearing pertaining to the grievance. The arbitrator shall afford both parties the opportunity to be heard, to present and examine witnesses, to offer documentary and other evidence and to submit post-hearing briefs. The arbitrator shall issue a written document setting forth his or her decision and rationale in support of said decision. The arbitrator's decision shall be final and binding upon both parties. It is expressly understood and agreed that the arbitrator shall be without jurisdiction or authority to detract from, alter, add to or otherwise amend in any respect, any of the provisions of this contract or any supplements or appendices thereto. It is agreed and understood that the jurisdiction and authority of the arbitrator shall be expressly limited by the provisions of this contract. It is further agreed that no grievance shall be arbitrated together with any other grievance except by mutual consent of the parties.

Section 7.4 Costs.
The costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and the rent, if any, for the hearing room shall be borne jointly by the parties. The expenses of any non-member witnesses, if any, shall be borne by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fee shall be split equally if both parties desire a reporter or request a copy of the transcript. Any affected member in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during the employee's scheduled work hours.

ARTICLE 8
UNION RIGHTS

Section 8.1 Representation.
The Union shall submit, in writing, the names of employees who are to act as Union representatives in labor/management meetings, grievances, and disciplinary hearings. The Sheriff shall recognize as union representatives the Chief Steward of the Local and six (6) Stewards. The Union shall notify the Sheriff, in writing, of changes of all stewards or officers of this Unit. An employee will not be permitted to function as a union representative until the Union has presented the Sheriff with written certification of that person's selection.

Section 8.2 Roster.
The Union shall provide to the Sheriff an official roster of its officers and local union representatives which is to be kept current at all times and shall include the following:

1. Name,
2. Address, and
3. Union office held.

Section 8.3 Union Activity.
The Chief Steward or an alternate appointed by the Union may be released from his or her regular duties, with prior approval, to attend pre-disciplinary hearings, Step 1, 2, or 3 grievances, Internal Affairs interviews including instances where the employee has an attorney or Local Union representative present at the hearing. Any such release time shall be deducted from the union bank as referenced in Section 4, below. Any union requests for time off under this article shall not unduly disrupts the employer's operation. Hours spent providing union representation outside of the union representative's duty hours do not constitute hours in paid status for purposes of computing overtime.

Rules governing the activity of Union representatives are as follows:

A. The Union agrees that no representatives of the Union (employee, non-employee) shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours.

B. Employee Union representatives shall not conduct Union activities in any work areas without first notifying the supervisor in charge of that area of the nature of the Union activity.

C. Under no circumstance can an employee earn comp time or overtime while performing union activities including those activities described above.

Section 8.4 Union Bank
Each January, all bargaining unit employees covered by the contract shall donate one (1) hour of vacation leave to fund a union activity time bank. Members who do not have an accumulated vacation leave balance of one (1) hour in January shall donate the hour upon accumulation. These hours shall be used by the Chief Steward or an alternate appointed by the union for release from regular duties for union activity pertaining to grievance/arbitration administration.

At the beginning of each calendar year, the employer shall add 40 hours to Union time bank.

The total number of union activity time bank hours allowed per year is limited to the number of hours contributed by member and those credited to the bank from the employer. Any hours unused from one year shall be carried over to the following year.

Section 8.5 Chief Steward.
The parties recognize that, within the bargaining unit, the position of Chief Steward is established, both to aid the maintenance of this Agreement and to promote harmonious labor relations. Towards this end, the chief steward or designated alternate shall attend, as necessary, joint meetings of the parties relating to employment relations matters which come within the scope of this Agreement. In addition, the chief steward or designee may be released from duty with pay up to a maximum of sixteen (16) hours per calendar year to attend a conference or training session. The Union must submit a written request to the Sheriff two weeks prior to the date of the event along with documentation for the purpose of such release specifically identifying the agenda and location of the conference or training session. A second member may also be released from duty without pay to attend Union conferences or training sessions.

Section 8.6 Delegates.
Duly elected or selected delegates to the State or National Conventions who are in the bargaining unit shall be allowed reasonable time off duty to attend such functions. To the extent any such time is during such delegates' scheduled working hours, they shall be allowed, upon prior notification, to reschedule their days off or to take leave without pay or vacation leave for such attendance. Any Local, State or National Officer in the bargaining unit shall also, upon prior notification to his supervisor, be allowed reasonable time to attend any scheduled meetings of committees to which he is assigned or conventions, and he shall be afforded the same options, i.e., reschedule his/her days off or take leave without pay or vacation leave, for such attendance. Release time pursuant to this section may be reasonably denied by the Sheriff if it works a hardship on the Office.

Section 8.7 Union Official.
Any bargaining unit member elected or appointed to a position on the Executive Board of the Union may be permitted sufficient off duty time upon prior notification to his supervisor, to attend union general membership meetings and union Executive Board Meetings. Should such meeting conflict with the Union Official's scheduled duty hours, the Sheriff shall have the option of rescheduling the Official's days off or shift within the Bureau (whichever the employer chooses) so as not to conflict with such attendance.

Section 8.8 Business Representative.
The Sheriff will recognize one (1) business representative as a union representative in accordance with this Article upon receipt of a letter identifying the business representative or his designee. Said business representative shall be admitted to the Sheriff's facilities, which are open to the general public, during normal business hours. Said business representative shall notify the Sheriff or designee of his arrival prior to conducting any Union business.

Section 8.9 Bulletin Boards.
The Union shall be permitted to construct, install and maintain a Union bulletin board in each Bureau and/or Facility. Only Union bulletins and Union material will be permitted to be posted on this board.

Section 8.10 Ballot Boxes.
The Union shall be permitted, upon prior notification to the Sheriff, to place ballot boxes in each Bureau and/or Facility for the purpose of collecting members' ballots on all Union issues subject to ballot. Such boxes shall be the property of the Union and neither the ballot boxes nor their contents shall be subject to the Sheriff's review. The Union agrees to guard the ballot boxes and is solely responsible for their security. Further, the Union agrees to hold the Sheriff harmless for any claims by a third party against it of actual or alleged tampering, misuse, theft or any other inappropriate unlawful action pertaining to the ballot boxes.

Section 8.11 Use of Intra-Office mail.

A. The Union is permitted to utilize the intra-office mail system for the purpose of providing information pertaining to Union business or bargaining unit representation to bargaining unit members. The Union agrees that the use of the mail system will be reasonable and limited to providing information that is necessary for the normal conduct of Union business or bargaining unit representation. All mail placed into the intra-office mail system by the Union shall be in a sealed envelope and shall be the property of the person to whom it is addressed.

B. The Sheriff shall under no circumstances be held to guarantee or be responsible for the safe or timely delivery of any documents placed in the intra-office mail by the Union.

Section 8.12 Job Descriptions.
The Sheriff shall furnish the Chief Steward a copy of up-to-date job descriptions for all bargaining unit members.

ARTICLE 9
MANAGEMENT RIGHTS

Section 9.1
To assure that the Sheriff's Office continues to perform its legal duties to the public as required and limited by the Ohio and United States Constitutions, the Ohio Revised Code and Federal Statutes and to maintain efficient and responsive protection for the citizens of Franklin County, the Sheriff retains the right to determine office policies, procedures, and to manage the affairs of the office in all respects:

A. To determine the size and composition of the office work force, the organizational structure of the office and the methods by which operations are to be performed by Sheriff's employees.

B. To manage the office budget, including, but not limited to the right, within the provisions of the Ohio Revised Code, to contract or subcontract any work or operations of the office.

C. To determine the nature, extent, type, quality and level of services to be provided to the public by Sheriff's employees and the manner in which those services will be provided.

D. To determine and/or change the technology and equipment Sheriff's employees shall use.

E. To restrict the activity of an employee organization on County time except as set forth in this Agreement.

F. To determine job descriptions, procedures and standards for recruiting, selecting, hiring, training and promoting.

G. To assign work, establish and/or change working hours, schedules and assignments as deemed necessary by the Sheriff to assure efficient office operations.

H. To direct and supervise employees and to establish and/or modify performance programs and standards, methods, rules and regulations, and policies and procedures applicable to Sheriff's employees.

I. To hire, evaluate, promote, transfer, reallocate, and take other personnel actions for non-disciplinary reasons in accordance with the statutes and rules relating to civil service.

J. To transfer, remove, demote, reduce, suspend, reprimand or otherwise discipline employees for cause.

K. To lay off employees of the office because of lack of work or funds, or under conditions where continued work would be ineffective, unproductive or not cost-efficient.

Section 9.2

The rights and powers of the Sheriff contained in this Article do not list all such powers, and the rights listed together with all other rights, powers and prerogatives of the Sheriff remain vested exclusively with the Sheriff, except to the extent that such rights, powers, and prerogatives are limited or modified by the provisions of this Agreement.

ARTICLE 10
WORK RULES

Section 10.1
The Sheriff agrees that all work rules shall be reduced in writing and a copy provided to the Chief Steward, or designee, at least five (5) working days in advance of the implementation or enforcement of the work rule, unless an emergency would prevent such preliminary notice.

Section 10.2
The Chief Steward, or designee, shall sign and date a copy of the proposed work rule and return it on the same day to the Human Resources Office, as evidence of receipt.

Section 10.3
All applicable work rules shall be reasonable and shall be uniformly applied to all bargaining unit members.

ARTICLE 11
INTERNAL INVESTIGATIONS

Section 11.1
Whenever a bargaining unit member is notified to report for any internal investigation or is contacted by an Internal Affairs investigator**,** an Equal Employment Opportunity Officer (EEO) or a Supervisor, who has been requested to contact the employee, concerning any internal affairs or EEO investigation or complaint, that member shall be provided in writing, on a form developed by the Sheriff, with the nature of the complaint and shall be given an opportunity, within a reasonable time period of not less than seventy-two (72) hours, to contact a Union Officer for the purpose of obtaining a Union representative, or an attorney**,** prior to being interviewed. If requested by the bargaining unit member, the Union representative or the attorney shall be allowed to accompany the member during all interview sessions. During an interview session, if the member chooses to obtain an attorney, the interview session shall cease until an attorney is obtained or advice acquired within a reasonable time period of not less than seventy-two (72) hours. The bargaining unit member and the Internal Affairs Bureau may waive the seventy-two (72) hour time limit by mutual agreement.

Section 11.2
Prior to any questioning of the bargaining unit member, i.e., the member under investigation, the member shall be advised in writing of the nature and specifications of the alleged complaint, and will be given a brief synopsis of the facts surrounding the investigation. Upon request by the employee or his or her representative (including Union representative), the employer shall provide all documents required to be provided pursuant to R.C. 149.43. The member shall maintain all provisions under Section 1 of this Article.

Section 11.3
When a bargaining unit member is to be interviewed as a witness, such interview shall be conducted in accordance with the procedures established herein. Upon request**,** a member who is being interviewed as a witness shall be given a copy of any citizen complaint or a written summary of any non-citizen complaint prior to any questioning.

Section 11.4
Prior to any questioning, a bargaining unit member who is being interviewed shall be advised of his criminal rights and/or administrative rights, whichever are applicable.

Section 11.5
Any interrogation, questioning or interviewing of a bargaining unit member will be conducted during his working hours. Interrogation sessions shall be for reasonable periods of time, and time shall be allowed during such questioning for attendance to physical necessities.

Section 11.6
Any interrogation and/or interview, including lie detection examinations, of bargaining unit members shall be tape recorded by the Sheriff's staff at the request of either party. The bargaining unit member and/or his attorney and/or Union representative will be afforded the opportunity, upon written notice, directly to the Sheriff or his designee, to listen to and make personal notes to verify the accuracy of a tape made of his interview. If a transcript of the tape is made by the Sheriff's staff, the bargaining unit member will be provided a copy of such transcript.

Section 11.7
Any evidence obtained in the course of an Internal Investigation through the use of administrative pressure shall not be admissible in any subsequent criminal action**,** EEO hearing or pre-disciplinary hearing. However, it is not administrative pressure in relation to an investigation relating to an EEO or a pre-disciplinary hearing or an allegation being investigated to charge a member with insubordination for failing to answer questions or participate in an investigation, but the member must be advised that such conduct may be made the basis for such a charge.

Section 11.8
A bargaining unit member shall not be ordered to submit to a lie detection examination unless the complainant against him takes a lie detection examination and the results of the Complainant's lie detection examination support the complaint against the accused member. A member ordered to submit to a lie detector examination shall be provided advance notification of at least seventy-two (72) hours of the date, time and place of such examination. The examiner's interpretive results of the bargaining unit member’s lie detection examination shall only be used to support or rebut other evidence; it shall not be used as basis for disciplinary action.

Section 11.9
When any anonymous complaint is made against a bargaining unit member and there is no corroborative evidence, then the complaint shall be classified as unfounded.

Section 11.10
Any bargaining unit member who has been under investigation shall be informed, in writing, of the outcome of the case at the conclusion of the investigation. Further, if the investigation exceeds sixty (60) days, a representative of Internal Affairs shall inform the concerned member in writing that additional time is required to complete the investigation. Thereafter, the concerned member shall receive a status report outlining the status of the investigation and the reasons requiring additional time for it~~,~~ every thirty (30) days. Due to the nature of a charge, a member may be reassigned from his or her current position to another position performing bargaining unit work determined by the Sheriff. The employee's rate of pay and benefits shall not be reduced, nor shall this reassignment count against the transfer limit set in Article 15, Section 8.

Section 11.11
After the bargaining unit member receives notice that the investigation is complete or to appear before a pre-disciplinary hearing officer, the member shall be provided access to and, if requested, copies of transcript records, written statements, video and audio tapes, and results of any lie detector examinations pertinent to the case. Such access will be provided upon written notice by the bargaining unit member, his or her attorney, or union representative to the Sheriff. A request for a continuance for a reasonable amount of time to review the above referenced material shall not be unreasonably denied. The length of such continuance shall be mutually agreed upon. Except under unusual circumstances, only one continuance shall be granted not to exceed ten (10) calendar days.

Section 11.12
Complaints, whether written or oral, shall be referred to a supervisor. Oral complaints will be reduced to writing on a standard form. The supervisor shall then proceed to investigate said complaint. If the complainant is unwilling to give the contact information and there is no corroborative evidence, the complaint shall be considered unfounded and no further action will be taken against the member.

ARTICLE 12
DISCIPLINE

Section 12.1 Discipline for Cause/Disparate Treatment.
The purpose of discipline is to correct or modify the behavior of an employee, foster compliance with regulations, enhance operations and provide for the safety of the public, members, and staff. No bargaining unit member shall be reduced in pay or position, suspended, removed or reprimanded except for just cause. There will be no disciplinary reassignment except that the member who has sexually harassed someone or who has created

a hostile work environment may, separately or in addition to other disciplinary action, be transferred by the Sheriff. A member who is subject to termination for just cause may elect, with the Sheriff's approval, to be reassigned to a position which was not bid on or requested by another member. The member shall maintain his or her right to the grievance procedure if he or she contests just cause for such actions. Discipline will be similar in nature when the offense is of the same nature and severity. No member shall be subjected to disparate disciplinary treatment, as defined in Article 3.

Section 12.2 Pre-Disciplinary Hearings.
Any disciplinary hearing shall be conducted under current law with one impartial hearing officer.

A. Prior to any pre-disciplinary hearing, the charged employee shall receive from the employer a written statement of all charges and specifications. At pre-disciplinary hearings, charged employees shall be allowed representation by a union representative and be allowed to call witnesses material to the employee's defense. Either party may tape record the hearing.

B. After an accused bargaining unit member receives notice of charges to appear before a pre-disciplinary hearing officer, the member and his attorney, when one is involved, or Union representative shall be provided access to transcripts, records, written statements, video and audio tapes, and results of any lie detection examinations pertinent to the case. Such access will be provided only after written notice by the bargaining unit member, his attorney or Union Representative to the Sheriff/Hearing Officer.

C. A bargaining unit member who is charged may make a written request for a continuance. Such request shall be granted where practicable and reasonable. The length of such continuance shall be mutually agreed upon. Except under unusual circumstances, only one continuance shall be granted not to exceed ten (10) calendar days.

D. The Sheriff/Hearing Officer will notify the affected bargaining unit member of any decision reached as a result of a Disciplinary Hearing prior to any public statement or release.

Section 12.3 Appeal.
Disciplinary action, including removal from service, is appealable only through the grievance procedure, which culminates at arbitration. Grievances filed in response to disciplinary suspension or removal may be filed at Step 3. Probationary removals are not grievable. Disciplinary action cannot be appealed to the State Personnel Board of Review. Such action can only be appealed pursuant to Article 6, the grievance procedure.

Section 12.4 Actions of Record.
If at any time a member's immediate supervisor has a reasonable belief that a disciplinary action of record (documented oral reprimand, written reprimand, suspension, reduction or removal) will result from an action or omission on the part of a member, the member shall be advised in writing that such a disciplinary result is possible prior to any inquiry by the Sheriff. After providing the member with written notification, the member will be afforded the opportunity to state any reasons he may have in defense of his misconduct. After such opportunity, a written report, effectively recommending discipline, shall be forwarded by the supervisor through the chain of command. Nothing herein shall preclude the bureau commander from issuing a documented oral reprimand or written reprimand based upon a review of reports submitted in the normal course of office business. Any employee so advised of possible disciplinary action shall be given a reasonable opportunity to contact a union representative and to have the representative accompany the employee during any interview session.

Section 12.5 Progressive Action.
The principles of progressive disciplinary action may be followed with respect to offenses of misconduct. The progressive action may at least include a written reprimand, and/or suspension prior to termination, except in cases for serious misconduct which require a more severe penalty be imposed.

Section 12.6 Reduction of Vacation or Compensatory Leave.
For purposes of progressive discipline, suspension may include, but not be limited to, the reduction of an employee's accrued vacation leave or compensatory time. Loss of eight (8) hours of accrued vacation or compensatory time hours, in lieu of a loss of work hours, shall constitute a suspension for the purpose of considering prior disciplinary action. This provision only applies for suspension of up to and including three (3) days. Only accrued vacation leave or compensatory time can be used in lieu of suspension. Determination of whether an employee's suspension is to be accomplished through loss of work hours or loss of accrued vacation or compensatory time hours shall be by mutual agreement between the Sheriff and the affected employee.

Section 12.7 Duration of Records.
All actions of record (documented oral reprimands, written reprimands, suspensions, reductions, or removals) will be maintained in each bargaining unit member's personnel file throughout his or her period of employment, except as follows:

A. In any case which an action of record is disaffirmed by an arbitrator, or by a court of competent jurisdiction, then such action of record shall be removed from the member's personnel file.

B. Documented oral reprimands shall not be used for any purpose unless there is a similar or like offense within nine (9) months of active, paid service since the date of issuance of the documented oral reprimand.

C. Written reprimands shall not be used for any purpose if twelve (12) months of active, paid service has passed since the date of the reprimand provided that the member has had no further disciplinary action of similar or like offenses during this period.

D. Records of suspensions for five (5) days or less shall not be used for any purpose if two (2) years of active, paid service have passed since the date of the suspension, provided that the member has had no further disciplinary action of similar or like offenses during this period.

E. Suspensions for periods of time greater than five (5) days shall not be used for any purpose if three (3) years of active, paid service have passed since the date of the suspension, provided that the member has had no further disciplinary action of similar or like offenses during this period.

F. Upon written request from an employee, the Sheriff shall remove a documented oral reprimand, a written reprimand, or record of suspension, submitted after the respective validity period has expired and move it to a separate file.

G. The time period for consideration of disciplinary records is to be extended by the amount of time that an employee is on leave without pay, absent without leave, on disability leave, and/or on disability retirement, if any.

ARTICLE 13
RECORDS

Section 13.1 Performance Evaluations.
A bargaining unit member's signature on a performance evaluation, if any, shall be viewed by the parties hereto only as a representation that the member has read it; it shall not be viewed as a representation that the member concurred in any or all of the contents of comments thereon. The bargaining unit member shall be the last person to sign an evaluation and no evaluation comments may be made on record copies thereafter. The bargaining unit member shall receive a copy of the evaluation in its final form.

Section 13.2 Review of Personnel File.
An employee shall be allowed to review his personnel file after requesting to do so through the chain of command in writing. Such request and authorization is not required during the employee's non-working hours. This review will be afforded during normal business hours and workdays of the personnel office. If a member wants copies of documents from the file, copies will cost five cents ($.05) per page. If a member desires to have his entire file copied he can request it and, depending on the workload of the personnel office, it will be done as time is available.

Section 13.3 Inaccurate Documents.
If any bargaining unit member has reason to believe that there are inaccuracies in documents contained in the member's personnel file, the member may write a memorandum to the Sheriff explaining the alleged inaccuracy. The Sheriff shall attach the member's memorandum to the document in the file or remove the inaccurate document(s) and place it in a limited access file.

ARTICLE 14
LAYOFF PROCEDURE

Section 14.1 Notice of Layoff.
Whenever it becomes necessary for the Sheriff to layoff employees, the Sheriff shall file a notice with the Union and affected employees at least thirty (30) days prior to the expected day of the layoff, unless an emergency would not permit the thirty (30) day advance notice. The notice to the Union shall specify the classification(s) in which the layoff is to occur and the number of employees to be laid off in each classification.

Section 14.2 Procedure.
The layoffs shall be administered by the Sheriff in accordance with the procedures established in Ohio Revised Code Sections 124.321 to 124.327 and the related Administrative Code Sections enacted pursuant to those Sections.

Section 14.3 Recall.
Recall shall be administered by the Sheriff in accordance with the procedures established in Ohio Revised Code Sections 124.321 through 124.327 and the related Administrative Code Sections enacted pursuant to those Sections.

ARTICLE 15
ASSIGNMENTS AND TRANSFERS

Section 15.1 Assignments.
Every bargaining unit member shall be given a regular assignment which includes a regularly assigned shift, regularly assigned consecutive days off and regularly assigned job duties. Job duties may be re-assigned.

Section 15.2 Days Off.
Assignment of days off shall be offered on the basis of seniority within the unit to which the employee is assigned. There shall be no shift reassignment of an individual employee. However, the Sheriff reserves the right to conduct general shift reassignments as a part of his management right to set staffing levels and change shift hours, after a seventy-two (72) hour prior notice has been given to the affected employees. However, if the shift hours of one (1) or more records clerk(s) change(s), the records clerks shall be entitled to bid upon the newly

created shift hours by seniority. Any employee transferring from one unit to another shall have last consideration on bidding for days off.

Section 15.3 Transfer and Vacancy Defined.
A transfer is a change in a member's regular shift and/or facility. A vacancy is defined as a newly created position to be filled, an opening which results from a transfer, except a temporary transfer; or a position to be filled resulting from terminations, resignations and/or promotions. A new position is not created when a member is reclassified in recognition of actual duties performed.

Section 15.4 Internal Bureau Postings.
When a vacancy is to be filled, a supervisor in the unit is to notify the employees of the same classification, who work shifts other than the one where the vacancy exists, of the available position and shift. Employees assigned to the other shifts are to be given the opportunity to bid on the vacant position. Off-duty employees may be contacted by telephone for their response. The position shall be awarded to the senior qualified employee or posted office wide, if no bids have been recorded.

The internal bureau posting procedure is an informal process designed to give shift assignment options to current employees without hindering the hiring process. The procedure can be accomplished in a variety of ways. A list can be used where employees initial their interest or disinterest in the position. The entire process should conclude in less than seventy-two hours. If an employee has not responded affirmatively or negatively to the supervisor's communication or if the employee does not answer telephone calls or respond to messages, the opportunity to bid for the position is lost. The internal bureau posting procedure can also be used to bid for days off on a shift within the same work unit.

Section 15.5 Posting of Office Wide Vacancies.
When an Office wide vacancy is to be filled, the Sheriff or his designee will post the vacancy in the office bulletin so as to allow members at least seven (7) days to request consideration for the assignment. The office wide posting shall include the classification of the assignment, the shift, the primary location of the assignment, and any specialized requirements of the assignment. Assignment of days off within a shift shall be offered on the basis of seniority, except where impracticable. Nothing in this Article prohibits the Sheriff from accepting applications for employment and/or interviewing and rating applicants for employment at any time.

Section 15.6 Response to Posting.
Members who wish to apply for a posted vacancy shall deliver their request to Human Resources to be time-stamped within seven (7) days of the posting.

Section 15.7 Selection Criteria.
Employees who post for a vacancy in accordance with 15.6, above, and meet all minimum qualifications of the position will be considered before any external candidates are interviewed or considered. When filling a vacancy the Sheriff will consider candidates using, but not limited to, the following criteria: operational needs of the office, work experience, education, special requirements (if any), seniority and work performance. When filling a vacancy within the unit, the Sheriff reserves the right to fill a vacancy by transfer or by hiring an outside applicant only after giving consideration to all internal candidates who applied. Upon written request by an employee who posted for a vacancy in this bargaining unit, the Sheriff or designee shall provide notification in writing as to whether the candidate was selected for the vacancy.

Section 15.8 Temporary Transfers.
A temporary transfer may be made to temporarily fill an assignment. When an employee is to be transferred to another work unit, a supervisor shall solicit volunteers for the transfer before the transfer is made. If no one volunteers, a qualified employee with the least amount of seniority within the work unit shall be selected for transfer. If the employee is transferred to a position of a higher base pay rate as set by this agreement and holds that position for three days or more, the employee shall be paid at that higher base pay rate for the entire period. No temporary transfer shall exceed sixty (60) days in length in any twelve (12) month period, except where a temporary transfer is made for the period during which a member performs light duty work within his classification because of his disability. Any extension of a temporary transfer beyond the sixty (60) day period set forth herein requires mutual agreement between the Sheriff and the Union. Upon the conclusion of the temporary transfer, the member shall be returned to his previously held assignment.

ARTICLE 16
PROBATIONARY PERIODS

Section 16.1 New Hire
Every newly hired or promoted employee of the bargaining unit will be required to successfully complete a probationary period. The new hire probationary period shall begin on the first day for which the employee earns compensation from the Sheriff and shall continue for a period of one hundred twenty (120) days for all classification, except Corrections Services Coordinators and Corrections Records Officers will have a probationary period of two hundred seventy (270) days for the duration of the agreement. Probationary periods may be extended by mutual agreement between the Union and Employer. After the first anniversary date of the contract, the parties shall conduct a labor/management meeting to discuss any problems that have arisen with the probationary period, if necessary. Unless one party to this agreement submits a demand for a change in the probationary period during the next round of negotiations, the two hundred and seventy (270) day probationary period shall become the contractual probationary period for the Corrections Service Coordinators and the Corrections Records Officers.

Section 16.2 Change in Classification
An employee who changes classification will be required to successfully complete a probationary period in the employee's newly appointed classification. The probationary period shall begin on the effective date of the change in classification and shall continue for a period of ninety (90) days, except that Corrections Records Officers and Corrections Service Coordinators will have a probationary period in accordance with 16.1 above.

Section 16.3 Probationary Removal
A probationary employee may be removed at any time during the employee's probationary period without cause.

Section 16.4 Change in Classification Probation
An employee who has changed classifications within this unit and who displays unsatisfactory job performance may be returned to his or her former classification at any time during the probationary period. The Sheriff shall provide a written explanation to the employee detailing the employee's unsatisfactory performance.

ARTICLE 17
LABOR/MANAGEMENT MEETINGS

The Sheriff and the Union agree to meet to discuss this Agreement as well as any terms or conditions of employment on a quarterly basis, unless there is no mutual agreement on the agenda items within five (5) business days in advance of the meeting. Equipment condition and employee job safety shall be legitimate agenda items for discussion at these meetings. Issues which are the subject of a pending grievance are not to be addressed in Labor/Management meetings. It is the intention of the parties hereto that such individuals as may be knowledgeable regarding items to be discussed in such meetings may be in attendance, but normally no more than three (3) bargaining unit members and one (1) Union representative may attend.

ARTICLE 18
WAGES

Section 18.1 Wage Increases.
The Sheriff shall provide a wage increase of two percent (2%) to all bargaining unit members commencing on the first day of the first full pay period in January 2015. Effective with the commencement of the first day of the first full pay period in January 2016, there will be a two percent (2%) increase in the wage rate. Effective on the first day of the first full pay period in January 2017 there will be a two percent (2%) increase in the wage rate.

Effective with the commencing on the first day of the first full pay period in January 2015, Records Communications Technicians will receive a one-time $.50 retention adjustment to their base wage rate.

Each bargaining unit member shall receive a one-time lump sum payment of three hundred seventy-five dollars ($375.00) in the pay period following the approval of this Agreement by the Franklin County Board of Commissioners and the signing of this Agreement by the Sheriff and the Union. The one-time lump sum payment will not be applied to an employee's base wage rate of pay.

Section 18.2 Shift Differential.

A. Shift Differential Pay Rate. Shift differential is hereby established as sixty-five cents ($0.65) per hour.

B. Eligibility. Shift differential pay shall be provided for any eight (8) hour workday for which at least half of the hours occur after 3:00 p.m. and prior to 7:00 a.m. In the event a bargaining unit member is assigned temporarily to a shift where shift differential is applicable that member shall receive shift differential for those hours worked as described above.

C. Method of Payment. Shift differential pay shall be paid only for actual hours worked during an eight (8) hour workday. Shift differential shall not be paid in addition to regular pay for any hours of leave with pay. If shift differential pay is applicable, under the terms of this Article, and authorized overtime occurs in conjunction with the regular workday, the shift differential shall be paid for each hour of overtime worked. Shift differential pay will be paid on a biweekly basis and will not be cumulative under any circumstances.

Section 18.3 Service Credit.
Bargaining unit members shall receive, in addition to other pay called for herein, service credit adjustments based upon the following table:

$375.00 for 5 years of continuous service

$75.00 for each additional year of service

For purposes of this article, employees will be eligible for service credit payment based on service attained as of November 30 of each calendar year.

Payment of service credit shall be made to eligible members in a lump sum, in a separate check, and will be issued no later than the first regular pay day in December of each calendar year. Upon separation of employment, members who are eligible for service credit under this Section (or in the event of death, the surviving spouse, domestic partner, or secondly the estate) will be

paid as part of the member's termination pay the final partial year of service credit, pro-rated to the number of pay periods completed during said partial year since the member's last payment date. For the purposes of this Section, continuous service shall include any approved FMLA or military leave.

If an employee has not been in a paid status (has been on leave without pay or absent without leave for 80 hours during a pay period), the service credit payment will be reduced by one twenty-sixth (1/26) of the total amount due for each such pay period. This provision does not apply to an employee who is on FMLA leave or military leave, or is receiving temporary total disability compensation as a result of a work-related injury.

Section 18.4 Call-In Pay.
When a bargaining unit member is ordered to report, without prior notice, and the member reports to the work site, he shall be paid at one and one-half (1½) times the member's applicable rate of pay for all hours at a minimum of three (3) hours. Such minimum shall not apply when the time overlaps into the member's regularly scheduled work hours or the work expires within one-half hour of the member's start time.

ARTICLE 19
STANDARD WORKWEEK, OVERTIME AND COMPENSATORY TIME

Section 19.1 Definition.
The standard workweek shall consist of forty (40) hours. The salary and wages described in this agreement are based upon a pay period of eighty (80) hours and a work year of two thousand and eighty (2,080) hours. Management retains the right to modify regular workweek schedules due to operational needs.

Section 19.2 Overtime.
Bargaining unit members shall be paid overtime at a rate of one and one-half (1½) times their hourly wage rate for hours in excess of forty (40) hours in paid status in a pay period. Overtime will be posted by job classification at the facility where the overtime is to be filled before being offered to other employees.

Section 19.3 Compensatory Time.
At the request of the employee, the employee may accumulate up to one hundred twenty (120) hours of compensatory time off in lieu of overtime pay. Compensatory time shall accumulate at the applicable overtime rate. Compensation for compensatory hours taken shall be at the employee's applicable rate of pay at the time of payment. While the employee may earn more than one hundred twenty (120) hours of compensatory time during a year, the employee may not accumulate a balance of more than one hundred twenty (120) hours of compensatory time. Compensatory time accumulation shall carry over from year to year, except that an employee shall be paid out for up to forty (40) hours of his or her accumulation in September of each year by submitting a request to the Sheriff for such payout between

August 1st and August 15th of the same year. There are no time limits for prior submission of compensatory time off requests, subject to supervisory approval.

Section 19.4 ID Technician Premium.
When an ID Technician submits a written Request for Leave Form to the ID Technician's immediate supervisor at least seventy-two (72) hours in advance of the time off requested and the ID Technician's immediate supervisor recommends approval of the leave request and this request causes a need for overtime, the employer shall pay the ID Technician ordered to work overtime a premium rate of two (2) times the regular hourly rate if the employer fails to provide twenty-four (24) hours of prior notice to the ID Technician ordered to work overtime.

ARTICLE 20
LEAVES OF ABSENCE

Section 20.1 Military Leave

A. Members who are also members of the Ohio National Guard, the Ohio Military Reserve, the Ohio Defense Corps, the State and Federal Militia, or other reserve components of the armed forces of the United States, are entitled to short-term military leave, with full pay, for up to twenty-two (22) days, but no greater than one hundred seventy-six (176) hours in any calendar year, for such time as they are in the military service on field training or active service. When a member is scheduled for military service and has provided documentation, he shall be excused from duty and marked on "military leave" of eight (8) hours for any day of military service occurring on a member's regular workday. Leave in excess of twenty-two (22) working days, and greater than one hundred seventy-six (176) hours in a calendar year shall be taken as military leave without pay, vacation leave, personal leave or compensatory time. The member shall submit the desired leave request through his chain-of-command for approval.

B. A member who is ordered into active duty by the Governor of the State of Ohio or by the President of the United States, upon expiration of the aforementioned short-term paid military leave of one hundred seventy-six hours, shall be paid either the difference between their regular base salary less whatever amount such member receives as military pay or five hundred dollars ($500.00) per month, whichever is less. If the member's military pay exceeds his or her regular base pay, the member shall not receive any additional compensation from the Sheriff's Office. The member shall be eligible for this differential pay upon expiration of the Sheriff's Office short-term military paid leave. In order to qualify for this differential pay, the member shall, upon receipt of his or her military pay voucher which documents the military pay rate and dates of the pay period, submit a copy to the Sheriff's Payroll. The differential pay shall cease upon the member's release from active duty. The member does not accrue

vacation and sick leave while on extended military leave; however, the member shall continue to receive all health insurance benefits provided under Article 27. This Section B may be overridden by a memorandum of understanding executed by the parties.

Section 20.2 Unpaid Leave
An employee may, at the Sheriff's discretion, be granted an unpaid leave for any reason for a duration of up to six (6) months. An employee shall not be granted an unpaid leave for purposes of securing full-time employment with another employer.

Section 20.3 Retention of Seniority
Unless on military leave or leave that qualifies under the FMLA, time spent on any authorized or unauthorized unpaid leaves of absence of more than five (5) days provided for in this contract shall not be counted in determining seniority. Such leave shall constitute a partial break in service and seniority shall be adjusted as addressed in Article 3 of this Agreement.

ARTICLE 21
VACATION LEAVE

Section 21.1 Vacation Accrual.
All bargaining unit members shall be entitled to accrue annual vacation leave according to the following schedule:

A. After service of one (1) year, shall have earned and will be due upon attainment of the first year of employment, eighty (80) hours of vacation leave with full pay;

B. After service of five (5) years, shall have earned and is entitled to one hundred twenty (120) hours of vacation leave with full pay;

C. After service of ten (10) years, shall have earned and is entitled to one hundred sixty (160) hours of vacation leave with full pay;

D. After service of fifteen (15) years, shall have earned and is entitled to one hundred eighty (180) hours of vacation leave with full pay;

E. After service of twenty (20) years, shall have earned and is entitled to two hundred (200) hours of vacation leave with full pay.

After completion of one (1) year of service, annual vacation leave shall accrue to the employee at the appropriate rate each pay period. Accrual is earned by service in paid status each pay period. Service in paid status beyond eighty (80) hours in a pay period will not result in additional vacation leave accrual. Vacation leave is available for use under established

qualifications in the amount documented as accrued on the employee's most recently issued pay stub.

Section 21.2 Vacation Incentive for Non-Use of Sick Leave.
All bargaining unit members shall be entitled to an additional eight (8) hours of vacation leave with full pay for every quarter (January-March, April-June, July-September, October-December) of the calendar year in which sick leave is not used with only these exceptions: usage of sick leave of up to two (2) hours for one (1) documented medical examination that occurs during duty hours, usage of sick leave of up to two (2) hours for one (1) documented eye examination that occurs during duty hours, and usage of sick leave of up to two (2) hours each for two (2) documented dental examinations per year that occur during duty hours. For purposes of determining if an employee qualifies for this vacation incentive only, FMLA sick leave, FMLA leave without pay, leave without pay, suspension and AWOL shall be considered the same as used sick leave.

Section 21.3 Prior Service Credit.
Employees hired before January 1, 1995, who were previously employed by the Sheriff or by any political subdivision of the State of Ohio, are entitled to have prior service with these agencies counted as service with the Sheriff for the purpose of computing vacation leave. Employees hired on or after January 1, 1995 shall only have prior service with the Sheriff and other Franklin County Departments counted for the purpose of computing vacation leave entitlement.

Section 21.4 Scheduling Vacation Leave.
Annual vacation leave shall be taken at such time as the Sheriff directs and is subject to his administrative discretion. All vacation leaves must be requested and authorized on a form designated by the Sheriff. Each member shall be granted one vacation leave request on the basis of seniority. Such request is to be submitted by January 31 of the year of request. Additional vacation leave requests by a member already granted vacation leave by seniority shall be on an availability basis.

Section 21.5 Separation Payout.
Upon separation of employment for any reason, payment for accrued but unused vacation leave and compensatory time shall be made at the member's applicable rate of pay at the time of separation.

Section 21.6 Survivor Benefit.
In the event of a bargaining unit member's death, any accrued but unused vacation for which the member was eligible to be compensated, will be paid at the member's applicable rate of pay at the time of death to the surviving spouse, domestic partner or secondly to the estate of the member.

Section 21.7 Substitution of Vacation Leave for Sick Leave.
Unless requested in advance and approved subject to the administrative discretion of the Sheriff, vacation leave may not be used to cover a sick mark-off, unless the mark-off qualifies under the FMLA as a serious health condition.

Section 21.8 Maximum Accrual.
Vacation leave may be accrued up to, but not beyond three (3) times the employee's maximum annual accrual.

Section 21.9 Vacation Leave Payout.
This payout provision applies to a member who has completed five (5) years of service and as of October 30 of each year has accrued but unused vacation hours in excess of two times their annual accrual of vacation leave. Such an employee may make written application to the Finance Office between November 1st and November 30th of each year of this agreement to cash in no more than forty (40) hours in excess of two times their annual accrual of vacation leave. The written application shall be time stamped in order of receipt. Provided that funding is available, the payout shall be made to the members in the order that the applications were received. It shall be paid no later than when the check is issued for the second pay period in January of the year following such request. The payout will be made at the member's hourly rate of pay at the time of payout.

ARTICLE 22
SICK LEAVE

Section 22.1 Sick Leave Entitlement.
Bargaining unit members shall be entitled to sick leave pay as provided herein:

A. Employees shall earn sick leave at the rate of 4.6 hours for eighty (80) or more hours while on active pay status in any pay period. The time credit is strictly proportionate to the hours in paid status in each pay period up to the 4.6 hour limitation for any pay period. Sick leave is available for use under established qualifications up to the amount documented as accrued on the employee's most recently issued pay stub.

B. Employees may elect, at the time of retirement or resignation from active service with the Sheriff, and with eight (8) but less than (18) years of service with the Sheriff, the State, or any political subdivisions or any combinations thereof, to be paid in cash for all, or a designated part, of their accrued but unused sick leave credit, paid at twenty-five percent (25%) of the employee's base rate of pay.

C. Employees with eighteen (18) or more years of service with the Sheriff, the State, any political subdivision, or any combination thereof, and with accumulated sick balance, may elect, at the time of resignation or retirement from active service with the Sheriff,

to be paid in cash for all, or a designated part, of their accrued but unused sick leave credit, paid at fifty percent (50%) of the employee's base rate of pay.

D. A member with twenty (20) or more years of continuous service with the Sheriff's Office may elect to be paid a one (1) time payment of up to one-half (1/2) the member's accrued sick leave balance, not to exceed one thousand (1,000) hours. Accrued sick leave payout shall be paid only once to any member. This payment shall be paid at fifty percent (50%) of the member's hourly based rate of pay at the time that the request is approved. The remaining sick leave balance shall be available for the member's use or paid in accordance with B or C above.

E. There will be no annual sick leave cash in.

F. Sick payment shall be based on the employee's applicable rate of pay at the time of retirement, resignation or death, and eliminates all sick leave credit accrued but unused by the employee at the time payment is made.

G. Such accrued sick leave payout shall be made only once to any employee.

H. If an employee with such prior service has received a payout from his or her previous public employer for accrued but unused sick leave hours, no sick leave credit will be given to the employee by the Sheriff for such prior service.

I. If an employee of the Sheriff dies while in active pay status, any accrued sick leave due his or her credit shall be paid to the estate of the deceased. Such payment shall be computed as specified above.

Section 22.2 Uses of Sick Leave.
Sick leave shall be granted to a bargaining unit member only upon approval of the Sheriff and for the following reasons:

A. Illness or injury of the bargaining unit member or a member of his immediate family. (In case of a member of the immediate family not living in the same household, the appointing authority may credit sick leave when he believes it justified.)
B. Medical, dental, or optical examination or treatment of a bargaining unit member or a member of his immediate family.
C. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the bargaining unit member or when, through exposure to a contagious disease, the presence of the bargaining unit member at his job would jeopardize the health of others.
D. Pregnancy and/or childbirth and other conditions related thereto.
E. Bereavement leave may be supplemented with sick leave upon the death of a parent, child, spouse, domestic partner, domestic partner's child, or sibling. Two (2) days of sick

leave may be used to supplement bereavement leave when an employee attends an out-of-state funeral of any family member.

Section 22.3 Bereavement Leave.
Upon the death of a parent, child, current step child, child of domestic partner, spouse, domestic partner or sibling of a bargaining unit member, that member shall be granted leave with pay of five (5) work days (not to exceed forty (40) hours). Upon the death of any other member of the immediate family as defined in Section 4. of this Article, the bargaining unit member shall be granted leave with pay of up to three (3) days (not to exceed twenty-four (24) hours) to attend the funeral of such immediate family member. Upon the death of a niece, nephew, aunt or uncle, the bargaining unit member shall be granted leave with pay of one (1) work day to attend the funeral. Such time will not be deducted from sick leave accrual.

Section 22.4 Immediate family defined.
As used in this Article, the term immediate family shall be defined to include spouse, domestic partner, parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, child of domestic partner or a legal guardian or other person who stands in the place of a parent (in loco parentis).

Section 22.5 Sick Leave Charge.
Sick leave pay shall be charged at the rate of one-quarter (1/4) hour for each one-quarter (1/4) hour of regularly scheduled work from which a bargaining unit member is absent.

Section 22.6 Sick Leave Eligibility.
Eligibility for sick leave pay shall begin after the completion of two (2) full pay periods of service.

Section 22.7 Sick Leave Abuse.
Except as provided under the FMLA Article of this Agreement, an employee who is in AWOL status because his or her sick leave balance has expired is in sick leave abuse status and is subject to disciplinary action. For purposes of determining a sick mark off for sick leave abuse under this section only, a sick leave mark off will be when a person fails to report for work or departs work sick but does not have sufficient sick leave for the absence.

Section 22.8 Marking Off Sick on a Holiday.
When an employee scheduled to work on an observed holiday marks off sick, such mark off shall be considered a sick mark off, and the employee shall be ineligible for vacation incentive for the period unless the absence is covered by the FMLA.

Section 22.9 Medical Documentation.
Each employee is allowed three (3) separate personal sick mark offs and three (3) separate family sick mark offs, if applicable, per year without submitting supporting medical documentation. Upon return to work from each subsequent sick mark off, employees must provide their supervisor a signed medical professional's document justifying the reason for the

mark off. Failure to submit this documentation will result in the person being marked leave without pay for each day the employee was absent from work. This documentation is not required to justify an absence on a day in which the employee departs work because of illness.

Section 22.10 Leave Donation Program.
It is recognized that occasions may arise where an employee exhausts all of his or her paid leave time due to a serious illness or injury of the employee or to the employee's immediate family member. In order to allow such an employee to continue on active service for a prolonged period, this Leave Donation Program is established whereby employees may voluntarily donate accrued but unused sick leave or vacation leave to a Sheriff's Office employee in need.

A. Definition. A serious illness or injury is one that is life threatening, generally requires surgery, has a prolonged recovery period, involves multiple serious injuries, or a serious mental illness.

B. Donation. A member's eligibility for donations from the Leave Donation Program are to be established by a four-member Leave Bank committee composed of the Sheriff's designee, the Director of Administrative Services, and two (2) Sheriff's employees recommended by the Union President, or his or her designee. Qualifications for donation established by the Committee shall include the following provisions:

1. Leave may be donated upon call of the Committee. The Committee shall call for donations when an employee's request for use is approved or when necessary to maintain a sufficient balance of hours for an employee who is using the Program.

2. Employees donating time shall do so in increments of four (4) hours on a form supplied by the Human Resources Office.

3. Once time is donated to the Leave Donation Program, the donation is irrevocable and shall not be re-credited to the donating employee unless used by the employee as a result of his or her participation in the Donation Program.

4. Members are allowed to donate to any County employee determined to be eligible for Leave Donations.

C. Application. To qualify for leave donation:

1. An employee shall direct a written request for use to the Director of Administrative Services. The employee shall describe the circumstances of the serious illness or injury prompting the request.

2. The applicant may be required by the Committee to have the attending physician(s) submit a letter to assist the Committee in its consideration of the request.

D. Qualification. The Committee shall review the request to determine if the illness or injury qualifies as being serious and meets all other qualifications.

1. The Committee shall also review any applicant's past record of sick time usage prior to approving use of the Program. The duration of records provision in Section 12.7 of this Agreement shall apply to the consideration of sick leave usage for purposes of evaluating leave donation requests. Accordingly, if a denial is based on active discipline (as defined by the duration of records provision in Section 12.7) for sick leave abuse, the committee will not be convened to make such a determination.

2. The Committee, by majority vote, shall, after investigation of the request, decide whether an employee's application shall be approved and shall specify a maximum number of hours authorized for use by the employee, not to exceed two thousand, eighty (2,080) hours, if such hours are available from the Program. The Sheriff reserves the right to break any tie vote of the committee as to approval of an employee's application. The Committee's decision shall be final and binding, with no appeal therefrom to the grievance procedure.

E. An employee using the Program shall return to duty as soon as the medical condition justifying the use allows his or her return to duty. Failure to do so shall cause the Leave Bank Donations to cease.

F. If an employee does not use the total number of hours authorized for use, any unused hours shall be transferred back to the Program Bank.

G. If an employee who has received donated leave does not use any donated leave for a period of sixty (60) days, such unused donated leave shall be transferred back to the Program.

H. For purposes of this Section only, immediate family is defined as an employee's parent, spouse, domestic partner, child, sibling or person who stands in place of a parent (*in loco parentis*).

ARTICLE 23
PERSONAL LEAVE

Section 23.1 Personal Leave Credit.
Members shall be credited with forty (40) hours of personal leave each year beginning the first day of the member's base pay period. Requests to use personal leave shall be submitted for approval on a form designated by the Sheriff at least forty-eight (48) hours in advance of the request date, except in the case of an emergency. Members may use personal leave for absence due to any matter of a personal nature. Further, bargaining unit members, who have

an accumulated sick leave balance of one hundred twenty (120) or more hours as of the last full pay period of the calendar year, will be entitled, at their option, to convert twenty (20) hours of previously earned sick leave to sixteen (16) hours of personal leave. If this conversion option is exercised by the member, such conversion shall be declared by the member prior to January 31st of the calendar year. Part-time employees who regularly work less than forty (40) hours per pay period shall not be credited with personal leave.

Section 23.2 Use.
When personal leave is used, it shall be deducted from the unused balance of the member's personal leave in one-quarter (1/4) hour increments. Compensation for such leave shall be equal to the member's base rate of pay.

Section 23.3 Carry Forward.
Employees hired after June 30th of each year may carry forward up to eight (8) hours of personal leave from their first partial year of employment to the next year. The maximum possible accrual in this instance is forty-eight (48) hours. No other carry forward of personal leave from year to year is permitted.

Section 23.4 No Cash Conversion.
Conversion to cash of unused personal leave shall not be permitted upon separation from service with the Employer.

Section 23.5 New Employees.
New members, hired subsequent to the base pay period, shall be credited with forty (40) hours of personal leave, less-one and five-tenths (1.5) of an hour for each pay period that has elapsed following the base pay period until the first day of the pay period during which the hiring was effective.

Section 23.6 Separation from Service.
Employees who separate from service and have used personal leave during the year shall receive a reduction of personal leave credit of one and five-tenths (1.5) of an hour for each pay period following the date of separation until the pay period preceding the next base pay period. If the reduction results in a number of hours less than zero, the cash equivalent value of such number of hours shall be deducted from any compensation that remains credited to the employee.

ARTICLE 24
FAMILY and MEDICAL LEAVE ACT

Eligible members are afforded up to twelve (12) weeks, or up to twenty-six (26) weeks where permitted by applicable law, of Family and Medical Leave, a benefit which is fully addressed in Administrative Regulation (AR230:5) and which is in compliance with the Family and Medical Leave Act.

ARTICLE 25
HOLIDAYS

Section 25.1
Bargaining unit members are entitled to observe as holidays those dates specified in Section 124.19 of the Ohio Revised Code and celebrated on those dates as specified by the Board of County Commissioners at the beginning of each calendar year.

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Section 25.2 Holidays Falling on Weekend or Days Off.
When a holiday falls on the first day of the member's regularly scheduled days off, it shall be celebrated on the preceding day and when a holiday falls on the second day of a member's regularly scheduled days off, it shall be celebrated on the following day, except that at the time of a shift change which necessitates more than two (2) days off, a holiday which falls on either of the first two (2) days shall be celebrated on the last previous workday and a holiday which falls on any other day of such days off shall be celebrated on the next subsequent workday.

Section 25.3 Celebrating Holidays.
For purposes of celebrating holidays, holiday time shall apply to the tour of duty beginning on the date celebrated as a holiday. Members assigned to the 11:00 p.m.-7:00 a.m. tour of duty shall celebrate the holiday on the tour of duty beginning at 11:00 p.m. of the day preceding the day celebrated as a holiday.

Section 25.4 Holiday pay.
When a member works a day celebrated as a holiday, the employee shall be paid the rate of time and one-half (1.5) his or her regular rate of pay, and said compensation shall be in addition to the regular holiday pay. For all time worked in excess of eight (8) hours on such holiday, the rate of compensation shall be two and one-half (2½) times the applicable rate of pay. An employee who is not in a paid status on the day preceding or the day following a holiday will not receive holiday pay if the employee does not work the holiday.

ARTICLE 26
BREAK PERIODS

Section 26.1 Scheduling.
All full-time bargaining unit members may be allowed two (2) fifteen (15) minute breaks for each eight hour work day. Such breaks shall not be taken within one hour of the commencement of the employee's work shift, within one hour of the employee's lunch break, or within the hour following the employee's lunch break, nor within the hour preceding the conclusion of the employee's work day. Breaks shall be scheduled by the supervisor and my only be reasonably denied.

Section 26.2 Limitations.
Failure of an employee to take a break will result in the break period being waived. A break period may not be re-scheduled, taken in conjunction with a mark-off, combined with another break period, or used to lengthen a lunch break. Similarly, failure to take a break or the waiver of a break period may not be used to cover for tardiness, to justify an employee leaving work early or otherwise used to adjust work hours. Employees are not authorized to leave County property during break periods. Taking a prolonged break period and/or departing County property during a break period are proper matters for disciplinary action.

Section 26.3 Lunch defined.
For this section, lunch shall mean the meal break approximately scheduled for mid-shift, regardless of the employee's assigned shift.

ARTICLE 27
HEALTH INSURANCE/LIFE INSURANCE BENEFITS

Section 27.1
The Union agrees to accept the County's medical benefits plan provided to other County employees under the direct auspices of the Franklin County Board of Commissioners during the term of this Contract, in a manner consistent with other provisions of this Article. Any changes implemented in the overall County plan will be discussed prior to implementation with the Joint Benefits Committee, of which the Teamsters Local 413 is a member.

Section 27.2
From the date of ratification through March 31, 2016 employees will pay $110.00 per month for "Tier 1" coverage (employee plus children) and $225.00 per month for "Tier 2" coverage (employee plus children, spouse or domestic partner). This represents approximately a 12% contribution of the total health insurance premium amount by the employee and approximately 88% contribution by the employer. Effective April 1, 2015, employees will continue to pay approximately 12% of the health insurance premium and the employer will continue to pay approximately 88%.

Section 27.3
Employees who work less than thirty (30) hours per week on a regular basis will not be eligible for health insurance benefits.

Section 27.4
The Sheriff shall provide, through the County Commissioners, and pay the premiums for individual life insurance coverage with a death benefit at the current level. The plan will only be modified if the County's life insurance is modified, and the Union will be given prior notice of the change and upon request by the Union, a County representative will meet with the Union and explain the changes in the plan.

Section 27.5
All employee contributions paid by the employee will be paid for under IRS Chapter 125 on a pre-tax basis, in accordance with the rules set forth by the IRS.

ARTICLE 28
EMPLOYEE ASSISTANCE PROGRAM

The Sheriff shall provide the services of a psychologist for counseling of members and/or members' families (spouse or domestic partner and unmarried children under the age of eighteen who are actually residing in the same household). Such services shall be provided through a county selected provider, unless the Sheriff directly contracts with a provider for such services. Such services shall be provided by and/or coordinated through the designated Employee Assistance Program. All services shall be confidential in accordance with applicable law. The program shall be provided in accordance with the following "Policy Statement".

Section 28.1 Policy Statement.
The Sheriff and the Union jointly believe that it is in the best interest of the Sheriff's Office, the Union, the employee, the employee's family and the community to provide an Employee Assistance Program which would assist the employee with a wide range of problems which are encountered and in many cases not directly associated with one's job functions, but can affect his/her performance. In most instances, the employee will overcome such personal problems independently and the effect on the job performance will be negligible. In other instances normal supervisory assistance will serve either as motivation or guidance by which such problems can be resolved. In some cases, however, neither the efforts of the employee nor the supervisor have the desired effect of resolving the employee's problems and unsatisfactory performance prevails.

The Sheriff and the Union recognize that almost any human problem can be successfully treated provided that it is identified in its early stages and is referred to an appropriate area of professional care. This applies to physical illness, mental or emotional illness, financial, family,

marital or employment stress, alcoholism, drug abuse, legal problems or other problematic human concerns.

When an employee's job performance or attendance is unsatisfactory and he/she is unable to correct the situation either alone or with normal supervisory assistance, it is an indication that there may be a cause outside the realm of employment responsibilities which is the basis of the problems. Therefore, it is the policy of the Sheriff to assure that:

A. Employees who have problems which they feel may affect their performance will be encouraged to voluntarily seek information concerning the employee service on a confidential basis by contacting the designated Employee Assistance Program (EAP).

B. Employees will receive careful consideration and an offer of assistance to help resolve such problems in an effective and confidential manner.

C. Problems causing unsatisfactory job performance will be handled in a forthright manner through established community resources, following administrative procedures. EAP records will be confidential and not a part of any employee record.

D. In instances where it is necessary, sick leave shall be granted for treatment or rehabilitation on the same basis as is granted for accepted health problems.

E. Job, future and reputation will not be jeopardized by utilizing this employee service.

F. Employee participation in this program will be on a voluntary basis.

G. Participants in this program will be expected to meet job performance standards and established work rules within the framework of the existing Agreement between the Sheriff and the Union.

H. Nothing in this policy shall be construed as delegating to others the management and direction of employees or the right of management to take disciplinary measures as defined by the collective bargaining agreement between the Sheriff and the Union.

Section 28.2 Procedures.

A. Employees are encouraged to voluntarily seek assistance through the Employee Assistance Program when they believe a personal problem or problems of a family member poses a threat to their job performance or personal well-being.

B. When there is a recognized job performance problem or the employee shares with the supervisor or Union representative a personal problem that appears to be serious, the supervisor or Union representative should suggest that the employee contact the Employee Assistance Program. If the employee needs help in making the contact, the

supervisor or Union representative should offer to facilitate the process to make access to the program as easy as possible for the employee.

C. Among other functions supervisory personnel are responsible for assuring that assigned work is produced by those employees for whom they have responsibility. Monitoring and evaluating job performance is an essential part of the objective. Since the personal problems of the employees can hinder that objective, the role of supervision in the Employee Assistance Program is very important.

D. If the supervisor believes that an employee's personal problems may be contributing to unsatisfactory performance, the following steps shall be taken:

1. Using the existing record keeping systems, have documented examples of changes in performance, with specific data regarding dates, places and events when possible.
2. Refrain from diagnosing the nature of personal problems adversely affecting performance and attendance, and refrain from recommending specific solutions other than referral to the Employee Assistance Program for evaluation of the situation. Diagnosis, assessment and referral for specific care are the responsibility of qualified professionals.
3. When in doubt as to whether the cause of unsatisfactory performance is due to a personal problem, utilize the Employee Assistance Program for assessment and referral.
4. Have a discussion with the employee to review performance. A recommendation should be made that the employee utilize the Employee Assistance Program and, in the presence of the employee, an appointment should be made.
5. Be sensitive to the employee's needs while the employee is using the program, and participate as needed in the continuing recovery plan.

ARTICLE 29
TUITION REIMBURSEMENT

Section 29.1 Reimbursement Program.
Each bargaining unit member shall be eligible, upon approval of the Sheriff, for a reimbursement of all tuition costs in courses of instruction voluntarily undertaken or required of him, provided the courses are work related**.** Any member requesting tuition reimbursement to attend an educational institution must submit to the Sheriff the following for approval:

A. A letter stating the name of the institution to be attended;

B. The length and time of the class or course;

C. The subject matter of the class or course and how it is related to the member's job description; and

D. The cost of the class or course.

This letter is to be sent to the Sheriff at least thirty (30) days in advance of the beginning date of the class or course. If the Sheriff approves such attendance, a letter of approval shall be provided as soon as possible. Every attempt should be made to obtain outside funding before seeking reimbursement from the office. Only educational courses that directly benefit the member in his or her Office duties will be taken under consideration by the Sheriff. Reimbursement is limited to a maximum of one hundred seventy-five ($175.00) dollars per quarter hour or two hundred fifty ($250.00) dollars per semester hour up to a maximum of five thousand ($5,000.00) per calendar year. Employees are eligible for up to thirty thousand total tuition reimbursement during their employment with the Sheriff's Office. Upon completion of the approved course by the member, a letter of verification from the institution shall be necessary to show successful completion of said course. Successful completion shall require a grade of pass (pass/fail courses), 2.00 or higher, or "C" or better.

If a member's employment with the Sheriff's Office terminates, unless from death or forced resignation as a consequence of disability, the member shall reimburse the Sheriff's Office for any tuition reimbursement received through this Article for a period of twenty-four (24) months prior to the date of termination. Failure to promptly reimburse the Sheriff's Office will result in legal action for recovery

Section 29.2 Educational Leave.
At the Sheriff's discretion, employees with five or more years of service may be granted educational leave. When approved for educational leave an employee may be allowed time off from his or her position without loss of pay for the purpose of taking a job related course or educational training at an educational institution. Paid educational leave may not exceed ten (10) hours per week. Any approved time off beyond the ten (10) hours would be from the employee's accrued vacation leave, personal leave, comp time, or authorized leave without pay. Educational leave will not be approved for peace officer training. Education leave will not be granted for courses approved for tuition reimbursement or POTC courses. An employee on education leave may not receive leave donation.

Section 29.3 Advance Payment.
Bargaining unit members may request advance payment of seminar costs directly by the office to the entity conducting the course or class. A member may request advance payment of travel and lodging expenses by the office by submitting a Request for Authorization to Travel on County Business.

ARTICLE 30
NO STRIKE/NO LOCKOUT

Section 30.1 No Lockout.
The Sheriff agrees not to cause, permit, or engage in any lockout of the employees during the term of the Agreement.

Section 30.2 No Strike.
The Union agrees that neither it, its agents, representatives, nor any of its members or any employees covered by this Agreement, individually or collectively during the term of this Agreement, shall for any reason, cause, permit or engage in picketing, a sit down, a strike, a boycott, a stand in, a slow down, a work stoppage, curtailment or restriction of production or interference or interruption of work or other interference with the Sheriff's business, including but not limited to a general strike, a sympathy strike, a slow down or other interference or interruption of work of the Sheriff's business or operation.

Section 30.3 Grievance Procedure.
The Sheriff and Union agree that the Grievance Procedure of this Agreement is adequate to provide a fair and final determination of all grievances, arising under the terms of this Agreement. It is the desire of the Union and the Sheriff to avoid strikes and work stoppages and any and all other conduct set forth above in Section 2 of this Article.

Section 30.4 Disciplinary Action.
In the event that any employee or group of employees engages in any of the conduct described above in Section 2 during the term of this Agreement, the Sheriff has the right to discipline with just cause, up to and including discharge, any employee who engages or participates in such activities. Such disciplinary action shall be subject to appeal under Article 6 Grievance Procedure.

Section 30.5 Union Activity.
The Union and its officers, agents and members shall not authorize, condone, ratify, permit, sanction or acquiesce in any of the activities described above in Section 2 of the Article. Should any such activities occur, the Union, by its officers, agents and members, shall be obligated to take affirmative steps to terminate such activities including but not limited to promptly ordering its members to resume their normal work duties, notwithstanding the existence of any picket line.

ARTICLE 31
CONTRACTING OUT

Section 31.1 Policy.
It is not the intention of the Sheriff to contract out work for unlawful reasons. However, the Sheriff reserves the right to contract out any work he deems necessary or desirable in his sole discretion to achieve greater efficiency, economy, programmatic benefits or other factors.

Section 31.2 Application.
If the Sheriff is considering contracting out a function or service which would displace bargaining unit employees, the Sheriff will provide reasonable advance notice to the Union. The Sheriff, or his designee, will meet with the Union prior to contracting out the work to discuss the effects of contracting out the work.

ARTICLE 32
UNIFORMS

Section 32.1 Initial Issue.
Employees will be provided with five prescribed shirts and one prescribed sweatshirt or sweater at no cost to the employee. The new employee will also be allowed to submit an Auditor Expense Report requesting reimbursement in an amount not to exceed one-hundred dollars ($100.00) for the purchase of black dress casual or cargo pants. To qualify for the reimbursement, the new employee must submit an Auditor Expense Report which documents the clothing items purchased and the amount paid for each item along with original qualifying receipts for the purchase of the black pants. The receipts must bear the date of purchase, the item purchased; the amount of the item purchased, the name of the supplier, and be attached to an 8 ½ x 11 sheet of paper.

Section 32.2 Uniform Replacement.

A. Each member required to wear a uniform shall be annually credited with a uniform replacement allowance in the amount of eighty dollars ($80.00) for the purchase of prescribed uniform items only. Such credit shall be placed with a qualified vendor and may only be used by the employee for the purchase of prescribed civilian uniform shirts, sweatshirts or sweaters. Members hired during the first six months of the year will not be provided with a replacement credit for the remainder of the calendar year. Members hired during the second half of the calendar year shall not receive a uniform replacement credit for the remainder of the year as well as the following calendar year. If replacement is needed during these early periods of employment for whatever reason, the cost shall be paid by the employee.

B. Members, who have been employed at least eight months and worked at least one thousand two hundred and fifty (1,250) hours in the twelve month period preceding

April 1st, may submit original receipts for reimbursement in an amount not to exceed eighty dollars ($80.00) for the purchase of black dress casual or cargo pants. To qualify for the reimbursement, the member must submit an Auditor Expense Report which documents the clothing items purchased and the amount paid for each item along with original qualifying receipts for the purchase of the black pants. The receipts must bear the date of purchase, the item purchased; the amount of the item purchased, the name of the supplier, and be attached to an 8 ½ x 11 sheet of paper. Required documentation may be submitted at any time after purchase, and the Sheriff's Office will reimburse employees in April and October each year. Reimbursement will not be made for pants purchased more than twelve months preceding the April and October reimbursement period, whichever is applicable.

Section 32.3 Storekeepers and Property Room Clerks.

A. Newly hired or newly assigned storekeepers**,** who serve in the Storeroom or the Commissary, and property room clerks may be reimbursed for the purchase of steel-toed work shoes or boots in an amount not to exceed eighty dollars ($80.00). To qualify for the reimbursement, the storekeeper or Property Room Clerk must submit an Auditor Expense Report which documents the boots or shoes purchased and the amount paid for them along with an original qualifying receipt for the purchase of the steel-toed boots or shoes. The receipts must bear the date of purchase; the item purchased, the amount of purchase, the name of the supplier, and be attached to an 8 ½ x 11 sheet of paper.

B. Storekeepers**,** who serve in the Storeroom or the Commissary, and property room clerks who have been employed as a storekeeper at least eight months and worked at least one thousand two hundred and fifty (1,250) hours in the twelve month period preceding April 1st, may be reimbursed for the purchase of steel-toed work shoes or boots in an amount not to exceed eighty dollars ($80.00). To qualify for the reimbursement, the storekeeper or property room clerk must submit an Auditor Expense Report which documents the boots or shoes purchased and the amount paid for them along with an original qualifying receipt for the purchase of the steel-toed boots or shoes. The receipt must bear the date of purchase; the item purchased, the amount of the purchase, the name of the supplier, and be attached to an 8 ½ x 11 sheet of paper. Required documentation may be submitted at any time after purchase, and the Sheriff's Office will reimburse employees in April and October each year. Reimbursement will not be made for boots or shoes purchased more than twelve months preceding the April and October reimbursement period, whichever is applicable.

C. Storekeepers must wear steel-toed boots or shoes. Property room clerks and storeroom storekeepers will be provided with a winter coat due to the nature of their job duties and inclement weather they may face.

Section 32.4 Dental Assistant.
The dental assistant shall be issued five sets of prescribed scrubs. A uniform replacement allowance in the amount of one hundred twenty-five dollars ($125.00) will be annually credited for uniform replacement.

Section 32.5 Wearing Uniforms.
Uniforms will be worn as prescribed by regulation.

ARTICLE 33
WORKER'S COMPENSATION SUPPLEMENT

The Parties recognize that there may be some situations where an employee sustains a work related injury that causes the employee to be absent from work and the Ohio Workers' Compensation System does not provide wage replacement benefits. Depending on the situation there could be as much as seven work days for which temporary total disability compensation is not paid pursuant to the Ohio Workers' Compensation System. This article is solely designed to address that seven day gap. Should the Ohio Legislature or the Ohio Bureau of Workers' Compensation or the Ohio Industrial Commission modify Ohio Workers' Compensation Legislation or Administrative Rules during the term of this Agreement to provide compensation inclusive of the seven day gap, the Parties agree that this Article shall become void upon the effective date of the Legislation or Administrative Rule.

When a bargaining unit employee sustains a work related injury or occupational disease and is unable to perform the essential functions of his/her job because of the work related injury, the employee may be eligible to receive up to a maximum of seven days of worker's compensation supplemental pay to cover full or partial days the employee is off work and is not otherwise provided compensation under the Ohio Workers' Compensation System. The County will provide this supplemental pay to eligible employees at the employee's base hourly rate of pay.

To be eligible for this supplemental pay the employee must have a workers' compensation claim that has been certified by the Employer or allowed pursuant to a final administrative order issued by the Ohio Bureau of Workers' Compensation, the Ohio Industrial Commission of Ohio or a court order. Secondly, the employee must complete the Accident Report Form for Injured Employees (ARFIE) within 48 hours following the injury or first disability date for an occupational disease unless the employee is physically incapable of reporting. The employee shall not receive this supplemental pay for any days if the injured employee refuses to return either to modified duty or transitional duty under any temporary restrictions given by the physician of record and the County states it will accommodate the injured employee under these same temporary restrictions.

ARTICLE 34
DURATION

This Agreement shall continue in full force and effect beginning on the date of acceptance of this Agreement by the Parties, which is September 22, 2015, and ending on the last day of the pay period which includes December 31, 2017. If either party desires to modify or amend this Agreement, that party shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to nor later than ninety (90) days prior to the expiration of the Agreement. Such notice shall be by Certified Mail with Return Receipt of the Notice of Intent unless extended by mutual agreement.

The provisions of Article 18 Wages shall be retroactive to the first day of the first full pay period in January 2015 only for those members employed on the legal date of acceptance of this Agreement by the Parties, which is September 22, 2015.

APPENDIX A

BASE PAY SCHEDULE

CLASSIFICATION	Current Rate	2015 2.0%	2016 2.0%	2017 2.0%
ACCOUNT CLERK 1	$19.29	$19.68	$20.07	$20.47
ACCOUNT CLERK 2	$20.31	$20.72	$21.13	$21.55
ADMIN ASST 1	$17.04	$17.38	$17.73	$18.08
CLERICAL SPEC	$16.03	$16.35	$16.68	$17.01
CLERK 1	$15.45	$15.76	$16.08	$16.40
COOK 1	$15.81	$16.13	$16.45	$16.78
CORRECTIONS RECORDS OFFICER	$16.77	$17.11	$17.45	$17.80
CORRECTIONS SERVICE COORDINATOR	$15.81	$16.13	$16.45	$16.78
DENTAL ASSISTANT	$15.25	$15.56	$15.87	$16.19
ID TECH 1	$16.77	$17.11	$17.45	$17.80
MEDICAL RECORDS CLERK	$15.25	$15.56	$15.87	$16.19
PHOTO LAB TECHNICIAN 2	$16.77	$17.11	$17.45	$17.80
PROPERTY ROOM CLERK	$15.59	$15.90	$16.22	$16.54
RECORDS COMM TECH	$15.45	$16.27	$16.60	$16.93
SECRETARY 1	$16.30	$16.63	$16.96	$17.30
STOREKEEPER 1	$15.07	$15.37	$15.68	$15.99
STOREKEEPER 2	$17.89	$18.25	$18.62	$18.99
TECHNICAL TYPIST	$17.93	$18.29	$18.66	$19.03
TYPIST 1	$15.51	$15.82	$16.14	$16.46
TYPIST 2	$16.30	$16.63	$16.96	$17.30

SIGNATURE PAGE

FOR FRANKLIN COUNTY
SHERIFF'S OFFICE

Sheriff Zach Scott
Franklin County Sheriff

12/8/15
Date

FOR TEAMSTERS Local No. 413:

Tony Jones, President — 12/5/2015
Date

Scott DeYarmon, Recording Secretary — 12-3-15
Date

Michele Friend, Chief Steward — 12-2-15
Date

Lisa Beck — 12-4-15
Date

Robin Fuller — 12-2-15
Date

Approved as to form:

Assistant Prosecuting Attorney
Franklin County

12/6/15
Date