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AGREEMENT BETWEEN



THE FAYETTE COUNTY SHERIFF'S
OFFICE

AND

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



January 1, 2019 – December 31, 2021

2019-2021 Agreement between the Fayette County Sheriff and the FOP/OLC (Corrections)
Final Agreement

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ARTICLE 1
AGREEMENT/PURPOSE

Section 1.1 The Agreement, entered into by the Fayette County Sheriff, hereinafter referred to as the “Employer,” and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the “FOP,” has as its purpose the following:

To comply with the requirements of chapter 4117 of the Ohio Revised Code; to promote cooperation, orderly, constructive and harmonious relations between the employer, it’s employees and the FOP and to set forth the understanding and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2
FOP RECOGNITION

Section 2.1 The Employer recognizes the FOP as the sole and exclusive representative for all full-time employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board in case number 2017-REP-02-0025 on May 12, 2017:

All full-time deputy sheriffs in correction; but excluding:
All other employees including corporals and above.

Section 2.2 The employer will not recognize any other organization as the representative for any employee within the bargaining unit referenced above during the term of this agreement unless such other organization is so certified by the state employment relations board.

Section 2.3 All positions and classifications not specifically certified by the Ohio State Employment Relations Board as being included in the bargaining unit shall be excluded from it. However if a new position is created within the sheriff’s office, the parties shall meet to determine whether such new position should be included in the bargaining unit. If the parties are unable to reach agreement on inclusion or exclusion of such new position, the union may appeal through the State Employment Relations Board in accordance with the provisions of ORC 4117.

ARTICLE 3
FOP SECURITY

Section 3.1 The Employer agrees to deduct FOP membership dues, fees, and assessments in accordance with this Article for all employees eligible for the bargaining unit.

Section 3.2 The Employer agrees to deduct FOP membership dues once each pay period, twice a month, from the pay of any eligible employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction

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form must be presented to the Employer by the employee or his/her designee. Upon receipt of the proper authorization, the Employer will deduct FOP dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 3.3 The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of FOP dues, fees, and/or assessments. The FOP hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deduction made by the Employer pursuant to this Article.

Section 3.4 The Employer shall be relieved from making such individual “check-off” deductions upon an employee’s: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization; or (6) resignation by the employee from the FOP.

Section 3.5 The Employer shall not be obligated to make dues deductions from any employee who, during any pay periods involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of FOP dues.

Section 3.6 The parties agree that neither the employees nor the FOP shall have a claim against the Employer for errors in the processing of deductions, unless a claim or error is made to the Employer in writing within sixty (60) days after the date of such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the FOP dues deduction would normally be made by deducting the proper amount.

Section 3.7 The rate of which dues are to be deducted shall be certified to the Employer or designee by the FOP during January of each year. One (1) month advance notice must be given the Employer or designee prior to making any changes in an individual’s dues deduction.

Section 3.8 Except as otherwise provided herein, each eligible employee’s written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement or until such employee submits a written revocation of the dues deduction authorization to the Employer or designee.

Section 3.9 Remitting Deductions. All dues collected under this article shall be paid by the Employer within thirty (30) days to the FOP/OLC at 222 East Town Street, Columbus, Ohio 43215-4611. Once the funds are remitted to the FOP/OLC, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP/OLC.

ARTICLE 4
FOP REPRESENTATION

Section 4.1 Representative(s) of the FOP shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the FOP representative shall identify himself/herself to the Employer or the Employer's designee.

Section 4.2 The Employer shall recognize two (2) employees, known as Bargaining Unit Chairman and Bargaining Unit Vice-Chairman, designated by the FOP, to act as FOP associates for the purposes of processing grievances in accordance with the Grievance Procedure. The Bargaining Unit Chairman and Bargaining Unit Vice-Chairman, or in their absence or inability to perform their function, designated alternates, shall be recognized as representatives, as provided herein.

Section 4.3 The FOP shall provide to the Employer an official roster of its officers and associates which is to be kept current at all times and shall include the following:

- A. Name
- B. FOP office held

No employee shall be recognized by the Employer as a FOP associate until the FOP has presented the Employer with written certification of that person's selection.

Section 4.4 The investigation or writing of grievances (alleged or filed) by the Bargaining Unit Chairman may be performed during working hours when such activity does not interfere with the performance of the Bargaining Unit Chairman's assigned duties. The following are considered authorized representational activities which may be conducted during the Bargaining Unit Chairman's work time when release of the Bargaining Unit Chairman will not unduly disrupt the operation of the Office:

- A. Preparation for and attendance at grievance and disciplinary hearings. The Bargaining Unit Chairman will be given a reasonable amount of time immediately prior to a hearing for preparation.
- B. Any other representational activity specifically authorized by this Agreement (such as Labor/Management meetings), or specifically authorized by the Employer or designee(s).
- C. A reasonable amount of paid time as determined by the Employer to consult with non-employee representatives of the FOP.

After obtaining permission to engage in representational activities as provided for in this Section, the Bargaining Unit Chairman or alternate will notify the appropriate supervisor of his/her absence from his/her work assignment. Upon entering any work area other than his/her own work area, and prior to engaging in any representational activities provided for in this Section, the Bargaining

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Unit Chairman or alternate shall request permission from the appropriate supervisor of such work area, and shall identify the nature of the representational activity he/she is to perform.

Section 4.5 The FOP agrees that no representative or associate of the FOP, either employee or non-employee of the Employer, shall interfere, interrupt, or disrupt the normal work duties of employees. Further, the FOP agrees not to conduct meetings (bargaining unit, lodge, or committee meetings) involving on-duty employees except to the extent specifically authorized by the Employer. Bargaining unit members shall not conduct FOP business (defined as fundraising activities, solicitation for memberships, or distribution of literature) on behalf of the FOP, during the work time of any involved employee. Unauthorized activities shall cease upon the demand of a supervisor, and any failure to cease unauthorized activities may subject the offending employee(s) to disciplinary action.

Section 4.6 FOP Bargaining Committee. Negotiations: The number of employees attending negotiations shall not exceed three (3). If the employee is on duty at the time the employee is attending the negotiating session, the employee will be paid. If the employee is not on duty at the time, no compensation will be paid. All members of the Bargaining Committee shall be free from coercion, intimidation, discrimination, transfer (in retaliation for engaging in collective activities), threats or other detrimental actions.

Section 4.7 The FOP shall be permitted to utilize member's mail slots in order to communicate confidentially with bargaining unit members.

Section 4.8 The FOP shall be permitted, upon prior notification to the Employer, to place a ballot box in the facility where the majority of bargaining unit members are assigned to work for the purpose of collecting employees' ballots on FOP issues subject to ballot. Ballot boxes and their contents are the property of the FOP and shall not be subject to review by the Employer or non-bargaining unit staff. The employer will designate an area for the ballot box(es).

ARTICLE 5
MANAGEMENT RIGHTS

Section 5.1 The Employer possesses the sole right to operate the Office and all management rights defined in it. In accordance with Ohio Revised Code 4117.08, the Employer's exclusive rights shall include, but shall not be limited to, the following, except as expressly limited by the terms and conditions set forth in this Agreement:

- A. To determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Office, standards of services, its overall budget, utilization of technology, and organizational structure.
- B. To direct, supervise, evaluate, or hire employees.

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- C. To maintain and improve the efficiency and effectiveness of operations and programs.
- D. To determine the overall methods, process, means of personnel by which operations are to be conducted.
- E. To suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees.
- F. To determine the adequacy of the work force.
- G. To determine the overall mission of the Office as a unit of government.
- H. To effectively manage the work force.
- I. To take actions to carry out the mission of the Office as a governmental unit.

Section 5.2 The FOP recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the function of the Employer.

ARTICLE 6
NON-DISCRIMINATION

Section 6.1 The Employer and the FOP agree not to discriminate against any bargaining unit employee with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, disability, ancestry of any person, military status, or FOP membership or non-membership. Management's use of bona fide occupational qualifications in accordance with job characteristics shall not be construed as discrimination, therefore not subject to the Grievance Procedure Article.

Section 6.2 Bargaining unit employees shall not be subject to any threat or reprisal for using the grievance procedure provided herein or for seeking information relative to any grievance.

ARTICLE 7
LABOR/MANAGEMENT MEETINGS

Section 7.1 In the interest of sound labor/management relations, unless mutually agreed otherwise not to meet, once each quarter on a mutually agreeable day and time, the Employer and/or designee(s) shall meet with the Bargaining Unit Chairman and Vice-Chairman or their respective designee(s) of the FOP and one (1) FOP Staff Representative to discuss pending problems and to promote a more harmonious labor/management relationship.

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Section 7.2 An agenda will be exchanged by the parties at least three (3) working day in advance of the scheduled meeting with a list of matters to be taken up in the meeting and the names of those FOP representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement.
- B. Notify the FOP of changes made by the Employer which affect bargaining unit members of the FOP.
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Discuss ways to increase productivity and improve effectiveness.
- F. To consider and discuss health and safety matters relating to employees.

Section 7.3 It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

ARTICLE 8
GRIEVANCE PROCEDURE

Section 8.1 The term “grievance” shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement. It is not intended that the grievance procedure be used to effect changes in those matters which are controlled by the provisions of Federal and/or State laws and/or by the United States or Ohio State constitution.

Section 8.2 All grievances must be presented at the proper step and time in progression in order to be considered at the next step. Grievances involving suspensions, reduction in pay or discharge shall be initiated at the Sheriff’s level.

The grievant or the FOP may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Any grievance not answered by the Employer’s representatives within the stipulated time limits may be advanced by the grievant to the next step in the grievance procedure. Time limits set forth herein may only be extended by mutual agreement.

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A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting more than one (1) member of the bargaining unit in a similar manner, one (1) member selected by such group will process the grievance, and shall so indicate that the grievance is a group grievance.

Wherever used in this procedure, the word “day” shall mean calendar day. Whenever a time limit ends on a Saturday, Sunday, or a holiday, the end of the time limit shall run until the end of the next day which is not a Saturday, Sunday or holiday.

Section 8.3 A grievance must be submitted to the grievance procedure within seven (7) calendar days after an employee knows or should have known the facts giving rise to the grievance, otherwise it will be considered not to have existed.

Section 8.4 All grievances must be submitted in writing and shall contain the following information to be considered:

- A. Grievant’s name and signature;
- B. Date, time and location of grievance;
- C. Description of incident giving rise to the grievance;
- D. Date grievance was first discussed;
- E. Name of supervisor with whom grievance was first discussed;
- F. Date grievance was filed in writing;
- G. Article(s) and Section(s) of the Agreement alleged to have been violated; and
- H. Desired remedy to resolve grievance.
- I. A statement of the facts supporting the grievance.

Section 8.5 The following steps shall be followed in the formal process of a grievance:

Step 1: A grievance may be submitted by the grievant to the Division Commander or designee supervising the Grievant’s section within the time limits set forth in Section 8.3 above. It shall be the responsibility of the Division Commander or designee to investigate the matter and to provide a written answer to the grievant within five (5) calendar days following the day on which the matter was submitted.

Step 2: A grievance unresolved at Step 1 may be submitted by the grievant to the Sheriff or designee within seven (7) calendar days of the presentation of the Step 1 answer. The Sheriff or designee shall meet with the grievant, and representative of the FOP if the grievant desires, within

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seven (7) calendar days of submission of the grievance to Step 2, to discuss the grievance. The Sheriff or designee shall provide a written answer to the grievant within five (5) calendar days of such meeting.

Step 3 - Arbitration: A grievance unresolved at Step 2 may be submitted to arbitration upon request of the FOP in accordance with the provisions of Section 8.6 of this Article hereinafter set forth.

Section 8.6 The FOP, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within fourteen (14) calendar days from the date of the final answer on a grievance from Step 2, the FOP shall notify the Employer of its intent to seek arbitration over an unresolved grievance. The FOP may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties canceling the arbitration. Any grievance not submitted within fourteen (14) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer or representative(s).

- A. The arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of nine (9) arbitrators from Ohio. The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may once reject the list and request from FMCS another list of nine (9) names until a mutually agreeable arbitrator is selected. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator.
- B. If either party challenges the arbitrability of a grievance, it shall notify the other party of its challenge and intent to raise the issue at the arbitration hearing. At the hearing, the first question to be placed before the arbitrator is whether or not the issue is arbitrable and within his/her jurisdiction to decide. If the arbitrator determines the grievance is arbitrable, the grievance will be heard on its merits before the same arbitrator. The arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of specific Articles of this Agreement. He/she may not modify or amend the Agreement.
- C. The decision of the arbitrator shall be final and binding on the grievant, the FOP and the Employer. The arbitrator shall be requested to issue his/her decision with thirty (30) calendar days after the conclusion of testimony and arguments and submission of final briefs.
- D. The fees and any other costs for the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and the cost of the hearing room, if any, shall be borne by the losing party. The fees and costs, if any, of any non-employee witnesses shall be borne by the party calling them. The fees of the court reporter shall be paid by the party asking for one, or by the losing party if both parties desire a court reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall

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not lose pay or benefits to the extent such hearing hours are during his/her normally scheduled working hours on the day of the hearing. At the conclusion of his/her award the arbitrator may consider the award of additional monetary damages against either party where he/she finds either party to have made a frivolous argument or for violations of this Agreement, after taking into consideration the nature of the violation, the adequacy of any remedy otherwise provided for by this Agreement or requested by the grievant or the FOP, and the continuing nature of the violation. Such an award may only be made at the request of either party before the close of the hearing.

Section 8.7 When an employee covered by this Agreement chooses to represent himself/herself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate FOP representative will be notified of his/her right to be present at the adjustment.

Section 8.8 The FOP shall use a grievance form which shall provide the information outlined in Section 8.4. The FOP shall have the responsibility for the distribution and accounting of the grievance forms. Grievance forms may be reproduced on the Employer's equipment.

ARTICLE 9
CORRECTIVE ACTION

Section 9.1 The tenure of every employee subject to the terms and conditions of this Agreement shall be during good behavior and efficient service. No employee shall be reduced in pay and position, suspended, removed or discharged except for just cause.

The Employer may take this type of action for actions occurring while the employee is on duty, or working under the colors of the Employer, or in instances where the employee's conduct violates his/her oath of office. Progressions in corrective action shall take into account the nature of the violation, the employee's record of corrective action, and the employee's record of performance and conduct. As such, an employee may receive more than one (1) warning at any level before progressing to the next level. Forms of corrective action are as follows:

- A. Instruction and Cautioning;
- B. Written Reprimand;
- C. Minor suspension of twenty-four (24) hours or less;
- D. Suspension of more than twenty-four (24) hours;
- E. Discharge.

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Records of suspension will include the dates for serving of the suspension. Where the charges resulting in a suspension, the Employer may require an employee to work through the suspension, at the regular rate of pay for hours worked, thus the suspension is a paper suspension only, but shall be recorded in the employee's personnel file in the same manner as a suspension without pay for the purpose of recording disciplinary actions. With the permission of the Sheriff, a suspended employee may forfeit paid vacation leave for all or part of the suspension.

Section 9.2 Incompetency, inefficiency, dishonesty, substance abuse, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any conduct unbecoming a deputy sheriff or any other acts of misfeasance, malfeasance, or nonfeasance shall be cause for corrective action. Anonymous complaints with no corroborative evidence shall not be cause for corrective action.

Section 9.3 Except in instances where an employee is charged with a serious offense, corrective action will be applied in a progressive and uniform manner. No employee will receive a suspension or be discharged without first having had the opportunity for a pre-disciplinary hearing. The employee and the FOP Staff Representative will be given a minimum of seventy-two (72) hour advance notice of the hearing, with a description of the charges. Notice to the Staff Representative will be by email. Continuances will be permitted provided reasonable notice is given, and will not be unreasonably denied. The purpose of the hearing is to give the employee and his representative an opportunity to respond to the charges. There is no requirement for the Employer to present witnesses at the hearing.

The employee must choose to: (1) appear at the hearing and present an oral or written statement in his/her defense; (2) appear at the hearing and have one (1) chosen representative present an oral or written statement in his/her defense; or (3) elect in writing to waive his/her opportunity to have a hearing. Failure of the employee to elect and pursue one (1) of these three (3) options will be deemed a waiver of the employee's right to the disciplinary hearing.

At the hearing, the employee may present any testimony, witness, or documents which explain whether or not the alleged misconduct occurred.

The employee or his/her representative will be permitted to confront and cross examine witnesses subject to the hearing officer's right to reasonably limit the length and extent of such cross examination.

A copy of the completed Internal Affairs report will be available upon request to the employee at the time of notification of the charges.

Section 9.4 Suspension and discharge may be appealed through the grievance procedure. Verbal warnings reduced to writing and written reprimands may be grieved through the grievance procedure, but are not subject to the arbitration procedure.

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Section 9.5 Whenever the Employer or designee(s) interviews, questions, or interrogates bargaining unit members in reference to alleged or suspected misconduct, either in preliminary investigations or in disciplinary hearings, the following conditions shall apply:

- A. Employees being questioned as witnesses shall be so informed.
- B. When an employee who is suspected of misconduct is interviewed, questioned, or interrogated regarding such misconduct, he/she shall be apprised of the nature of the suspected misconduct as it is known at that time and his/her right to have the opportunity to have a FOP representative of his/her choice present to advise him/her during the questioning.
- C. Preliminary investigations may be tape recorded. Formal disciplinary hearings shall be tape recorded by the hearing officer. A copy of the recording shall, at the request of the charged employee, be provided to the employee within forty-eight (48) hours of the close of the hearing. The employee may also record the hearing. All meeting or hearings provided for in this Section may be recorded by the charged employee.
- E. No employee shall be subjected to abusive language during questioning.

Section 9.6 Any employee required by the Employer to attend an investigatory interview or disciplinary hearing outside of his scheduled working hours shall be paid for all such time.

Section 9.7 Any employee charged with or under indictment for a felony, or any crime which results in a weapons disability, who is not disciplined or discharged by the Employer, may be placed on a leave of absence without pay until resolution of the court proceedings. An employee may use accrued but unused vacation time during the leave. An employee found guilty by the trial court of a felony, or any crime which results in a weapons disability, may be summarily discharged. Where the charges are reduced to a misdemeanor (other than a crime which results in a weapons disability) or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this Article, but he/she shall be paid for all lost straight time hours and shall have any vacation time used restored to his/her credit. The Employer shall continue to pay the employee's insurance premiums during the unpaid leave of absence.

Section 9.8 In all cases corrective action must be instituted within thirty days (30) of the Pre-Disciplinary Hearing unless mutually agreed to by the parties.

ARTICLE 10
PERSONNEL FILES

Section 10.1 Each employee may request to inspect his/her official personnel file maintained by the Employer. Inspection of the individual's personnel file shall be by scheduled appointment requested in writing or by phone call to the Employer or designee. Appointments shall be during

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the regular scheduled work hours of the administrative staff of the Employer. An employee shall be entitled to have a representative of his/her choice accompany him/her during such review. Any employee will receive a copy of any documents placed in his/her official personnel file. Any representative of the FOP as designated in Article 4 of this Agreement may inspect the personnel file of any bargaining unit employee provided that the employee is present at the time of inspection, or upon written authorization including the signature of the employee. Each bargaining unit member may receive a complete copy of their personnel file each calendar year, upon written request.

Section 10.2 If an unfavorable statement or notation is in the official personnel file, the employee shall be given the right to place a statement of rebuttal or explanation in the file. No anonymous material of any type shall be included in the employee's official personnel file.

Section 10.3 Written Verbal Warnings and Written Reprimands shall cease to have force and effect one (1) year after the date of issuance, provided no intervening discipline has occurred. Suspensions shall cease to have force and effect two (2) years from the date of issuance, provided no intervening discipline has occurred.

In the event of intervening discipline, the intervening discipline will not reduce the retention period for prior discipline and all active records of discipline shall remain in force and effect until at least the end of the retention period for the record of the most recent issuance of discipline.

Section 10.4 In the event Employer discloses any documents contained within an Employee's personnel file, the Employer agrees to notify the Employee and provide a copy to the Employee of the documents released.

ARTICLE 11
PROBATIONARY PERIODS

Section 11.1 Every newly hired bargaining unit employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year. An employee serving an initial probationary period may be terminated at any time and shall have no right to appeal the termination.

Section 11.2 Any employee, who, while serving a probationary period, misses twenty-two (22) or more work days due to illness or injury, may have the probationary period extended by the length of the illness or injury at the discretion of the Employer. Such extension may not exceed the length of the original probationary period.

Section 11.3 The Employer may extend the probationary periods described in Sections 11.1 for additional assessment.

Section 11.4 Any employee promoted into a higher level position outside of the bargaining unit shall be required to successfully complete a probationary period set by the Sheriff's policy. An employee serving a promotional probationary period whose performance is judged unsatisfactory shall be returned to his/her former classification within the bargaining unit for up to the first three hundred sixty five (365) days or any extension due to illness or injury.

ARTICLE 12 **SENIORITY**

Section 12.1 "Seniority" shall accrue to all employees in accordance with the provision of this Article. Seniority, as defined in Section 12.2 of this Article, will apply wherever employee seniority rights are established in the terms and conditions of this Agreement.

Section 12.2 "Seniority" shall be computed on the basis of uninterrupted length of continuous service in this bargaining unit. Ties will be broken by uninterrupted time served as an employee of the Fayette County Sheriff. If a tie still exists, it will be broken by uninterrupted time served as an employee of Fayette County. If a tie still exists, it will be broken by date of application to the Sheriff's Office.

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

1. Absence while on approved leave of absence;
2. Absence while on approved sick leave or disability leave;
3. Military leave; and
4. A layoff of two (2) year's duration or less.

B. The following situations constitute breaks in continuous service for which seniority is lost:

1. Discharge or removal for just cause;
2. Retirement;
3. Layoff for more than two (2) years;
4. Failure to return to work within fourteen (14) calendar days of a recall from layoff;
5. Failure to return to work at the expiration of leave of absence; and
6. A resignation.

Section 12.3 The Employer shall post a seniority list, once every six (6) months, on the Office bulletin board showing the continuous service of each employee. One (1) copy of the seniority list shall be furnished to the FOP upon request.

Section 12.4 Employees laid off shall retain their seniority for a period of two (2) years from the date of layoff.

Section 12.5 Employees who return to the bargaining unit as a result of Section 12.2 of this agreement will have their seniority adjusted by the amount of time outside of the bargaining unit.

ARTICLE 13 **LAYOFF AND RECALL**

Section 13.1 When the Employer determines that a long-term layoff is necessary, he shall notify the affected employees fifteen (15) calendar days in advance of the effective date of the layoff. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible. The Employer, upon request from the FOP, agrees to discuss, with representatives of the FOP, the impact of the layoff on bargaining unit employees. Any layoff in the bargaining unit shall be instituted in accordance with seniority, as defined in Article 12 of this Agreement, within the classification. No full time bargaining unit member will be subject to layoff until all part time employees, including special deputy sheriffs have likewise subject to layoff.

Section 13.2 Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the work section to which they are recalled. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of the recall. Any training required in this Section shall be at the Employer's expense.

Section 13.3 Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 13.4 The recalled employee shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his/her intention to return to work and shall have fourteen (14) calendar days following the receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

ARTICLE 14 **VACANCIES**

Section 14.1 The parties agree that all appointments to positions covered by this Agreement, other than original appointments, shall be filled in accordance with Section 14.2, and with bargaining unit members, unless there are no qualified bargaining unit members for a position.

Section 14.2 Whenever the Employer determines that a permanent vacancy exists for a specialized assignment and the employer determines to fill that vacancy, notices of such vacancy shall be posted on the bulletin boards where employee notices are usually posted for seven (7)

calendar days, prior to filling the vacancy. All such notices shall contain a description of the position to be filled, including job duties, working hours, special qualifications required, name and rank of immediate supervisor. During the posting period, any eligible person wishing to apply for the vacant position shall do so by submitting a written application to the Employer or designee. The Employer shall not be obligated to consider any applications submitted after the posting period or any applicants who do not meet the minimum qualifications for the job.

Section 14.3 Any vacancy within the Fayette County Sheriff's Office outside of those covered by this agreement in which the Employer intends to fill will be posted for a minimum of five calendar days. Bargaining unit employees may apply for any position in any other Division of the Fayette County Sheriff's Office, but shall not be given any preferential consideration.

ARTICLE 15 **BULLETIN BOARDS**

Section 15.1 The Employer agrees to provide bulletin board space of 18" X 24" for use by the FOP.

Section 15.2 All FOP notices of any kind posted on the bulletin boards shall be signed, posted or removed by a FOP representative. It is understood that no material may be posted on any FOP bulletin board at any time which contain the following:

- A. Personal attacks on any other member or any other employee;
- B. Scandalous, scurrilous or derogatory attacks upon the Employer, or any other governmental units or officials; or
- C. Attacks on and/or favorable comments regarding a candidate for public office.

Section 15.3 No FOP related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the FOP.

Section 15.4 Time sensitive documents shall be removed in a timely manner.

Section 15.5 Upon the request of the Employer or designee, the FOP shall cause the immediate removal of any material posted in violation of this Article.

ARTICLE 16 **WORK RULES - GENERAL ORDERS**

Section 16.1 The Employer agrees that all General Orders, Standards of Conduct, Rules and Regulations, Policies, Procedures, Directives and Work Rules shall be applied uniformly within

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the group of employees to which such are directed. For the purposes of this Article all of the above shall be considered inclusive within the terminology of Work rules/General Orders.

Section 16.2 Every employee shall be informed of and shall have access to copies of work rules/general orders which apply to such employee.

Section 16.3 Any additions or amendments to the work rules or general orders shall be reduced to writing, posted on Office bulletin boards, and signed by all employees to acknowledge awareness of the addition or amendment within five (5) days of the posting. Any employee on leave of absence, sick leave or vacation shall be required to sign the acknowledgment upon return to work. Employees will not be issued corrective action within the five (5) day period for violations included in the amendments. This Section does not limit the right of the Employer to implement any work rules prior to the conclusion of the acknowledgment period. General Orders, Standards of Conduct, Rules and Regulations, Policies, Procedures, Directives and Work Rules that affect the safety and well-being of the public and/or employees are exempt from the five (5) day posting and implementation of the rule, and will become effective upon the employee's signature.

Section 16.4 The Sheriff agrees to establish a policy and procedure that would ensure deputy sheriffs are not responsible for administering prescribed medication to inmates as part of their responsibilities without prior authorization from a health care provider.

ARTICLE 17
PERFORMANCE EVALUATION

Section 17.1 All performance evaluation policies and procedures, if used and as established by the Employer shall be applied to bargaining unit employees in a consistent and equitable manner.

Section 17.2 When an employee has worked under the direction of more than one (1) primary supervisor during any evaluation period, the input of each primary supervisor shall be considered in the preparation of the performance evaluation.

Section 17.3 Performance evaluation shall be reviewed and signed by the Sheriff. The Employee will be given a copy of the evaluation once signed off on by the Sheriff.

Section 17.4 Employees that disagree with their performance evaluation may submit a written response to the evaluation which will be attached to the evaluation in dispute.

ARTICLE 18
IN RANK ASSIGNMENTS

Section 18.1 At the discretion of the Sheriff and with the consent of the employee, he may assign employees to assignments within the bargaining unit. Those assignments are functions of the

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office that require specialized skills, knowledge, training or background. As part of accepting an assignment the bargaining unit member recognizes there are certain conditions of that assignment that are not normally associated with normal deputy sheriffs assigned to corrections functions.

Section 18.2 As part of an assignment the deputy sheriffs may be required to be on stand-by for call outs, work flexible hours, maintaining certain equipment as provided by the Sheriff, attend specialized training, maintain certification, etc.

Section 18.3 Assignments are for a continuing period at the discretion of the Sheriff and/or Employee.

Section 18.4 The Sheriff has no obligation to assign a bargaining unit member an Assignment merely because that bargaining unit member possesses the skills, knowledge, training or background to perform the functions of the assignment.

Section 18.5 Employees who are not chosen for the Assignment may request from the Sheriff an explanation as to improvements needed for consideration of future openings.

ARTICLE 19
HOURS OF WORK AND OVERTIME

Section 19.1 Hours of Work and Overtime

- A. The standard work period for bargaining unit members shall consist of forty (40) hours in a seven (7) day pay period.
- B. The standard work day shall consist of 8 hours. A 5 and 2 schedule shall be worked by Bargaining unit members within a pay period in which an employee shall be scheduled to work five (5) consecutive 8 hour days and shall be scheduled off two (2) consecutive days.
- C. Shifts and off days will be bid on and assigned by seniority every six (6) months for those assigned to patrol duties. Bids will occur by November 15 for January – June and May 15 for July – December in each year of the agreement. Schedules will be posted at least thirty (30) days prior to the period effective date which shall be the first Sunday in January and the first Sunday in July of each year
- D. Once posted, changes in bargaining unit member’s schedule may only be done by mutual agreement. This in no way is intended to limit the sheriff’s ability to mandate overtime after the schedule has been posted. Any change made to the schedule will be made to both the posted schedule and electronic schedule found on the share file. Any change made to the schedule will immediately be communicated to the affected bargaining unit employee(s) by way of text message or phone call.

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- E. Bargaining unit members agreeing to act as a Field Training Officer may have their schedules changed for the purpose of providing training to the trainee on different shifts at the Sheriff's discretion. Sheriff agrees to consult with Field Training Officers as to the needs of the trainee as needed.
- F. Bargaining unit members agreeing to act as Officer in Charge (OIC) may have their schedules changed for the purpose of acting as Officer in Charge of a shift they are not normally scheduled to work.
- G. The bargaining unit member with the least seniority on each shift (days, evening, nights) may have their schedules changed for purposes of shift coverage when a vacancy occurs because of separation of a bargaining unit member, approved leave of a bargaining unit member of forty (40) hours or more, filed training by a Filed Training Officer; and approved training of forty (40) hours or more.
- H. Both parties agree that a minimum of 2080 hours per year shall be worked by the bargaining unit employee. Payroll shall be issued within one week after the conclusion of each pay period.
- I. Deputy sheriffs in corrections shall have no less than an eight (8) hour layover between shifts. Court time shall not be considered a scheduled shift. When an employee is scheduled to start a shift within eight (8) hours of the end of the bargaining unit member's previous shift, the bargaining unit member will be compensated at a rate of one and one-half (1 1/2) times their regular pay for the hours worked that are less than the eight (8) hour layover. This provision shall not apply to voluntary overtime and during shift bid changes.

Section 19.2 All actual hours worked, (excluding leave), in excess of an employee's standard work period of forty (40) hours which was posted in accordance with Section 19.1 shall be considered overtime and shall be compensated at the rate of one and one-half (1½) times his/her regular straight time hourly rate of pay. There shall be no pyramiding of overtime for the same hours worked or for premium hours paid (i.e., court time, call-out, etc.). The Employer will maintain voluntary and mandatory overtime lists for bargaining unit employees.

Section 19.3 With the prior approval of the Employer or designee, an employee may exchange days off or work shift assignments with another employee. Such exchanges shall not affect the pay status of either employee, except that an employee who works an exchange and is required to work overtime shall receive the overtime compensation.

Upon request of an employee, and with prior approval of the Employer or designee, an employee may work a scheduled day off in exchange for an additional day off to be scheduled in the work period, without receiving any additional compensation.

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Section 19.4 If the bargaining unit chairman or Sheriff develops an alternate work schedule, such schedule shall be the subject of a special Labor/Management Meeting pursuant to the provisions of this Agreement.

Section 19.5 The Employer shall have a written procedure covering the assignment of mandatory overtime. The written procedure shall be made available to employees. The Employer will make every reasonable attempt to give any employee required to work mandatory overtime at least one (1) hour notice before the start of the mandatory overtime and will distribute the overtime equally.

Section 19.6 The Sheriff or his designee, with the Employee's consent, may adjust an employee's schedule and re-schedule the hours of work so that the employee does not work more than forty (40) hours during a work period. The employee will not be placed on a different shift as part of this adjustment.

Section 19.7 With the Employee's consent, a bargaining unit member's normal schedule may be adjusted so as to not put the bargaining unit member into overtime status for scheduled training.

ARTICLE 20
WAGES AND COMPENSATION

Section 20.1 Effective the first full pay period of 2019 the hourly pay for all bargaining unit employees shall be increased by 2.5% as outlined below:

Deputy Sheriffs in Correction – Non-Certified

	Probationary	2 nd Year	3 rd Year	4 th Year	5 th and Above
Hourly	\$17.38	17.73	\$18.09	\$18.45	\$19.19

Deputy Sheriffs in Correction – Certified

	Probationary	2 nd Year	3 rd Year	4 th Year	5 th and Above
Hourly	\$18.44	\$18.81	\$19.19	\$19.57	\$20.35

Section 20.2 This section is subject to reopening no earlier than one-hundred twenty (120) calendar days prior, and no later than ninety (90) calendar days prior, to December 31, 2019 for calendar year 2020 and December 31, 2020 for calendar year 2021.

Section 20.3 Employees becoming peace officer certified after the effective date of this Agreement will automatically transition to the certified pay scale and shall be placed at the applicable step consistent with their years of service with the Fayette County Sheriff's Office.

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Section 20.4 Employees employed on the effective date of this Agreement shall be placed in the step of their assigned pay range to which they are entitled by their length of service using the deputy sheriffs start date.

New hire employees who enter the bargaining unit after the effective date of this Agreement shall begin at the entry level rate of the classification hired into except as provided in Section 20.8, and shall be advanced annually in the pay period which includes their anniversary date of hire, until the top step is reached.

Section 20.5 Longevity: In addition to the rates set forth above, bargaining unit members shall receive longevity as set forth below consistent with their continuous years of service with the Fayette County Sheriff's Office, regardless of classification:

5 Years	2.5%
6 Years	3%
7 Years	3.5%
8 Years	4%
9 Years	4.5%
10 Years	5%
11 Years	5.5%
12 Years	6%
13 Years	6.5%
14 Years	7%
15 Years	7.5%
16 Years	8%
17 Years	8.5%
18 Years	9%
19 Years	9.5%
20 Years	10%
21 Years	10.5%
22 Years	11%
23 Years	11.5%
24 Years	12%
25 Plus Years	12.5%

Section 20.6 Any employee, who, in the absence of a supervisor, is scheduled as Officer-In-Charge, shall receive an additional four dollars (\$4.00) per hour while acting in that capacity. Any employee who functions in the Officer-In-Charge capacity and Field Training Officer capacity simultaneously will receive both premium pay rates for the hours the employee functions in both capacities. An employee who works as Officer-In-Charge must note the hours worked as Officer-In-Charge in the appropriate location on their time sheet in order to be paid for those hours.

Section 20.7 Any employee who is scheduled as a Field Training Officer shall receive an additional two dollars (\$2.00) per hour while acting in that capacity. An employee who works as

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a Field Training Officer must note the hours worked as a Field Training Officer in the appropriate location on their time sheet in order to be paid for those hours.

Section 20.8 Newly hired bargaining unit members who have previous full-time corrections or law enforcement experience may, at the discretion of the Sheriff, be placed in the wage step that reflects their years of service as a full-time corrections or law enforcement officer, not to exceed the 3rd Step.

Section 20.9 Extra Duty Details

- A. Extra Duty details will be paid at minimum of \$25.00 per hour for the duration of the Agreement, with the exception of the Fayette County Fair which will be paid at a rate not less than twenty dollars (\$20.00) per hour.
- B. The Sheriff shall maintain sole discretion in determining whether an employee is eligible to work certain extra duty details.
- C. Special Deputies will continue the past practice of providing law enforcement services to the Miami Trace Schools for football games and basketball games, as long as, the Special Deputies Association receives the compensation for those services. The Employer agrees that no Special Deputy will receive individual compensation for the services at the Miami Trace Schools' football games and basketball games, and if there is individual compensation for services at the Miami Trace Schools football games and basketball games the Extra Duty will be offered as any other Extra Duty assignment.
- D. New details will be posted for sign up. Eligible full-time employees will be given first priority to bid on any off duty detail. For the first ninety-six (96) hours of posting, full-time employees will only be permitted to sign up for one detail. After the first 96 hours, the details are open for any eligible employee or special deputy. Details that are requested less than 120 hours before the start of the extra duty detail, and more than forty-eight (48) hours prior to the start of the detail will be available to full time employees for the first twenty-four (24) hours. Details that are requested less than forty-eight (48) hours prior to the start of the detail will be made available on a first come basis to any eligible employee or special deputy.
- E. Management reserves the right to limit the number of Extra Duty shifts an employee can work in any Extra Duty Detail to allow equality.
- F. For any detail requiring three (3) or more deputy sheriffs, management may require that one of those deputies be a supervisor. Supervisors are not precluded from working extra duty details where a supervisor is not required, and/or from working details where a supervisor shift has already been filled.

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- G. Employees who sign up for a detail but decide to not to work the detail are required to obtain a replacement to fill the detail. An employee who signs up for a detail and does not work that detail by finding a replacement three (3) times within a twelve (12) month period is ineligible to sign up for any further details for ninety (90) days.
- H. In the event an employee fails to show for a detail for which they signed-up, the employee is ineligible to sign up for any further off duty details as follows: 1st offense in 12 months - 60 days ineligible, 2nd offense in 12 months – 180 days ineligible, 3rd offense in 12 months one year ineligible.

ARTICLE 21
COURT TIME/CALL-IN TIME

Section 21.1 Whenever an employee is required to appear on off-duty time before any official court or before the Prosecutor for pretrial conference on matters pertaining to or arising from the employee’s official duties, the employee shall receive two (2) hours pay at the overtime rate for such appearances. If an employee appears before a court or at a pretrial conference for more than two (2) hours, or is required to make more than one appearance during any given off-duty day such excess time or additional appearances shall be compensated at the employee’s overtime rate of pay for all time spent in such appearances.

Section 21.2 A deputy sheriff who is under Common Pleas subpoena shall report for the case as instructed by the Prosecutor’s office as relayed in writing, email or other form of written communication by the Sheriff or designee, regardless of the time noted on the subpoena unless otherwise ordered by the Judge presiding over the case.

Section 21.3 Any employee called in to work at a time outside his/her regularly scheduled shift, which call-in does not abut his/her regularly scheduled shift, shall be paid a minimum of two (2) hours at the overtime rate of pay.

ARTICLE 22
INSURANCE

Section 22.1 Medical insurance. The employer shall, for the term of this agreement, make available to each full-time employee in active pay status the level of benefits substantially equal to the plan currently provided to other non-bargaining unit county employees who are paid from the general fund. The employer reserves the exclusive right to select carriers and/or other methods of providing said coverage.

Section 22.2 Premium contributions. The employer agrees to contribute toward the premium for health insurance coverage per employee, the same dollar amount contributed toward the premiums

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of other non-bargaining unit county employees who are paid from the general fund for their respective coverages (single, family, etc.).

ARTICLE 23
HOLIDAYS

Section 23.1 All full-time bargaining unit Employees are entitled to the following eleven (11) legal holidays:

New Years Day	(1st Day of January)
Martin Luther King Day	(3rd Monday in January)
President's Day	(3rd Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(4th Day of July)
Labor Day	(1st Monday in September)
Veterans Day	(11th day of November)
Thanksgiving Day	(4th Thursday of November)
Friday after Thanksgiving	(Day after Thanksgiving)
Christmas Eve	(24 th Day of December)
Christmas Day	(25th Day of December)

Section 23.2 Continuous operations Employees shall observe the holiday on the actual day of occurrence. Non-continuous operations Employees whose regular work schedule is Monday through Friday, shall observe the holiday on the Friday before if the holiday falls on a Saturday, or on the Monday following if the holiday falls on a Sunday.

Section 23.3 The length of the holidays listed above shall be equal to an Employee's normal daily work hours for one (1) day.

Section 23.4 An Employee required to work on a holiday shall, in addition to regular pay, receive one and one-half (1-1/2) hours pay for each hour worked on the holiday. An employee who does not work on a holiday shall receive eight (8) hours of straight time pay.

Section 23.5 Bargaining unit members must work their regularly scheduled day before and after a holiday to be eligible for holiday premium pay.

ARTICLE 24
VACATION

Section 24.1 Full-time bargaining unit employees shall earn vacation as follows:

- A. One (1) year of service but less than eight (8) years completed; rate of accumulation: 3.1 hours per pay period.

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- B. Eight (8) years of service but less than fifteen (15) years completed; rate of accumulation: 4.6 hours per pay period.
- C. Fifteen (15) years of service but less than twenty-five (25) years completed; rate of accumulation: 6.2 hours per pay period.
- D. Twenty-five (25) years or more of service completed; rate of accumulation: 7.7 hours per pay period.

Section 24.2 Vacation credit accrues while in any Employer paid leave status. No vacation credit is earned while an employee is in no pay status or while on overtime. Pro-rated vacation credit is given for any part of a pay period. Eighty (80) hours of vacation credit is added at the completion of one (1) year of service. Forty (40) hours of vacation credit is added at the eight (8), fifteen (15), and twenty-five (25) years of employment in addition to the increased rate of accrual.

Section 24.3 Vacation may be taken in two (2) hour increments. Requests for vacation shall be made in writing by the employee to the employee's supervisor.

Section 24.4 Vacation Scheduling

- A. Vacations are scheduled and approved in accordance with the workload requirements of the Employer. If requests are submitted on the same day, the senior employee shall be given preference.
- B. An employee who has received approval of his/her vacation request, and is subsequently reassigned, shall not lose his/her right to that approved vacation period.
- C. An employee who has received approval of his/her vacation request shall not lose his/her right to that approved vacation period to a more senior employee.
- D. Requests for leave of any type will be put in writing on a request for leave form. Any supervisor who denies a request for leave shall put the reason for such denial in the space provided on the request for leave form and return the request for leave form to the employee requesting such leave.

Section 24.5 An employee may accumulate and carry over vacation leave for up to three (3) years. The maximum amount that an employee may have to his or her credit at any one time is the portion of any earned but unused vacation leave for the current year in addition to the earned but unused vacation leave for the three (3) years immediately preceding the last anniversary date of employment.

Section 24.6 Any employee who separates from service shall be paid for any earned but unused vacation leave.

Section 24.7 Any employee hospitalized while on vacation shall, upon request and upon submission of sufficient evidence of the hospitalization, be entitled to change his/her vacation status to sick leave for all days hospitalized and any subsequent days necessary for recovery. Upon submission of the request with evidence, any vacation charged to the employee for the duration of the illness shall be restored to his/her credit.

Section 24.8 Vacation balances shall be shown on an employee's regular paycheck.

Section 24.9 Employees may request to cash out up to forty (40) hours of accrued vacation time annually. Employees must elect to cash out vacation by July 1st of each calendar year. Payment made in accordance with this section will be made in December of the year of request.

ARTICLE 25 **SICK LEAVE**

Section 25.1 Employees shall accrue sick leave credit at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of service, or while in active pay status, (i.e., during paid vacation and sick leave). Sick leave credit shall not accrue during any unpaid sick leave, layoff, unpaid leave of absence, disciplinary suspension, or while the employee is in overtime status. Advance use of sick leave shall not be granted. Sick leave is accumulative without limit.

Section 25.2 Sick leave shall be granted to an employee, upon approval by the Employer, for the following reasons:

- A. Illness or injury conditions of the employee.
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- C. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner, when such an examination cannot be scheduled during non-work hours. Only for the time necessary to travel to and from the appointment and the time spent at the appointment.
- D. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time, not to exceed the hours the employee would be scheduled in the seven (7) consecutive calendar days following the death. One of the days must be the date of the funeral. An employee may use one (1) day of sick leave to attend the funeral of a relative not included in the definition of immediate family. In addition an employee may use up to fourteen (14) consecutive calendar days following the death of a spouse, child, mother, or father.

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- E. Illness or injury condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
- F. Examination, including medical, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary, and when such examination cannot be scheduled during non-work hours. Only for the time necessary to travel to and from the appointment and the time spent at the appointment.

For the purpose of this Section, the definition of immediate family shall be: mother, father, son, daughter, brother, sister, spouse, grandparent, grandchild, mother/father/daughter/son/sister/brother-in-law, step-mother/father/brother/sister/children, or a legal guardian or other person who stands in the place of a parent (loco parentis).

Section 25.3 When an employee is unable to report to work due to reasons specified in Section 25.2 above, he/she shall notify his/her immediate supervisor or other designated person, at least two (2) hours prior to the time he/she is scheduled to report to work, unless extenuating circumstances prohibit, on each day of absence, unless other arrangements are made with the employee's supervisor.

Section 25.4 Upon return to work an employee shall complete an application for sick leave form to justify the use of sick leave. The Employer may, when an employee utilizes sick leave for medical appointments or where an absence is for three (3) consecutive work days or more, or for sick leave usage that exceeds forty (40) hours within any calendar year, require the employee to furnish a certificate from a physician, dentist, or other licensed practitioner stating the nature of the illness, injury, treatment and prognosis.

Section 25.5 Sick leave usage, when approved, shall be charged in minimum units of quarter hour (1/4) increments. In order to receive pay for sick leave usage, an employee must comply with all Office rules and regulations governing application and use. Falsification of an application for sick leave or a practitioner's statement shall be grounds for corrective action.

Section 25.6 An employee who does not use any of his/her sick leave between January 1st and June 30th shall be granted eight (8) hours of extra vacation leave for that period. An employee who does not use any of his/her sick leave between July 1st and December 31st shall be granted eight (8) hours of extra vacation leave for that period. Employees must be in active pay status as defined in Section 25.1 above to receive credit toward earning extra vacation leave.

When sick leave is approved for the death of a member of the employee's immediate family as provided for in Section 25.2(D), or when an employee is admitted to a hospital as the result of an on duty injury, such absence shall not constitute a disruption of the employee's ability to earn an extra vacation day as provided for in this Section.

Section 25.7 An employee with ten (10) or more years of service with the Employer who retires from active service with the Employer receiving a retirement through the Public Employees Retirement System shall be paid for twenty-five percent (25%) of the value of his/her accrued but unused sick leave, but not more than two-hundred forty (240) hours. Payment shall be based upon the employee's rate of pay at the time of retirement. The payment will only be made after written demand and verification of Employee's retirement. A payout under this section will eliminate all of the retiring employee's sick leave balance.

Section 25.8 In case of death of an active employee, the employee's accumulated sick leave shall be converted to a lump sum payment at one hundred percent (100%) of its value, payable to the employee's designated beneficiary, or where no beneficiary is designated, to the employee's estate, upon application by the executor of the estate.

Section 25.9 Sick leave balances shall be shown on all employees' regular paycheck stub.

ARTICLE 26 **OCCUPATIONAL INJURY LEAVE**

Section 26.1 In the event of an occupational injury or an occupational illness incurred as a direct result of performing an assigned or sworn function within the scope of the employee's authority, which illness or injury is not the result of "horseplay," sole negligence, recklessness or self-inflection by an employee, and upon the employee's application, the Employer may grant the employee, beginning on the eighth calendar day of absence or on the first day the employee is admitted to a hospital as an in-patient, whichever is earlier, Occupational Injury Leave (OIL) with full pay for a period not to exceed five hundred (500) hours. The authorization of an OIL is a matter of administrative discretion, and the Employer will decide in each individual case if OIL is to be granted. The Employer, at his sole discretion, may extend an OIL. The Employer's failure to extend a leave shall not be subject to the grievance procedure.

Section 26.2 Illnesses considered common or routine among the general public (e.g., cold, flu, chicken pox, etc.) shall not entitle an employee to OIL. Unusual and serious illnesses (e.g., hepatitis, tuberculosis, etc.), and "stress-related" psychological and physical conditions and illnesses (e.g., neuroses, psychoses, depression, hypertension, stroke, heart disease, etc.) may entitle an employee to OIL only if incurred in accordance with the conditions set forth in Section 26.1 of this Article.

Section 26.3 An employee applying for OIL hereunder, shall authorize the release to the Employer of all medical information pertinent only to the occupational injury or illness possessed by the employee's treating physician(s) and treatment facility(ies), if so requested by the Employer or designee, and/or shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer.

Section 26.4 Any employee claiming an occupational illness or injury under this Article shall file an injury claim with the Ohio Bureau of Workers' Compensation as soon as possible. Upon

approval of the claim by Workers' Compensation, an OIL granted on the eighth (8th) day of absence shall be made retroactive to the first (1st) day of absence, and any sick leave or vacation used by the employee during the first eight (8) days of absence shall be restored to his/her credit. The employee shall remit to the Employer all income benefits paid by Workers' Compensation for the period during which the employee received full pay from the Employer while on OIL. In the event the claim is denied by Workers' Compensation, the employee shall revert to sick leave status, and shall be charged with sick leave and/or vacation leave for all time paid by the Employer for OIL.

Section 26.5 It is understood and agreed that the Employer's obligation under this Article is only the difference between the employee's regular rate of pay and the amount of income benefits paid to the employee by OBWC, and that OIL is not in lieu of OBWC benefits.

ARTICLE 27 **RESIDENCY**

Section 27.1 All bargaining unit members must reside in Fayette County, Ohio or within a fifty (50) mile radius of the Sheriff's Office. Anyone currently residing outside the residency provision shall be grandfathered for their current residence only.

ARTICLE 28 **UNIFORMS AND EQUIPMENT**

Section 28.1 The Employer shall supply at no cost to the employee all uniforms and equipment required by the Employer, excluding socks and underwear, as specified below.

- Two (2) winter shirts – long sleeve
- Three (3) summer shirts – short sleeve
- Three (3) trousers
- Two (2) badges (1 hat and 1 breast)
- One (1) tie
- One (1) set of collar brass
- One (1) set of buttons
- Whistle chain and whistle
- One (1) summer hat
- One (1) winter hat
- Rain cover for hat
- Acorns for hat
- Hat strap
- Nameplate
- One all season water resistant jacket
- Gun belts
- Cuff case

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Trouser belt
Boots and/or Shoes

In addition to the above, all certified deputy sheriffs in corrections shall receive a firearm, a firearm holster, magazine pouch and any other required leather gear.

Employees shall have all issued equipment replaced by the Employer on an as needed basis as determined by the Employer and the replaced issue shall be turned into the Employer.

Section 28.2 Ballistic Vests.

All certified deputy sheriffs in corrections shall receive a ballistic a new or non-expired vest as determined by the Sheriff after 6 months of service. Only body armor issued or approved by the Employer will be worn. Employees shall be required to wear protective body armor in accordance with the Employers Policy unless the Employer determines that the circumstances make it inappropriate to mandate its wearing. The Employer shall provide properly fitted protective body armor which complies with the NIJ standards in effect at the time of the purchase.

The Employer shall maintain a list of ballistic vest expiration dates and replace (expired) vests in accordance with the manufacturer's recommendations. No later than two (2) months before the manufacture recommended replacement date, the Employer shall have the Employee fitted and order a replacement the ballistic vest. No employee will be required to wear an expired vest or one not fitted for them. Employees shall be required to notify the Sheriff or (his) designee of any damage to the body armor for which the manufacturer would recommend replacement (if the damage or loss is due to the employee's misuse or recklessness, the employee may be referred to disciplinary action). The determination of whether the body armor will be replaced is at the discretion of the Sheriff or designee.

Section 28.3 All uniforms and equipment issued by the Employer are the property of the Employer and shall, upon termination of employment of an employee, be returned to the Employer in condition issued, allowing for reasonable wear and tear, prior to the issuance of any final compensation to the employee. Any issued item which is lost by an employee shall either be replaced or paid for at current market value by the employee, at the option of the employee.

Section 28.4 Equipment and other items not issued or required by the Employer may be utilized or worn only with the permission of the Employer or designee.

Section 28.5 Where an employee supplies evidence that he/she sustained damage to personal property (other than a personal cellphone) while performing the duties of his/her assigned work, provided such damage was not the result of "horseplay," willful misuse, or negligence on the part of the employee, the Employer shall reimburse the employee for the cost of necessary repairs or replacement up to a maximum of two hundred dollars (\$200.00) per year, but no more than fifty dollars (\$50.00) for jewelry items. The employee shall present the damaged property for the Employer's inspection prior to the repair or replacement of said property and the damaged property shall become the property of the Sheriff's Office. Repair or replacement of said property shall be

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at the Employer's option. Any court ordered restitution received by an employee as compensation for damage to his/her personal property shall be remitted to the Employer up to the amount the Employer has paid hereunder.

Section 28.6 In the event of damage to prescription eye glasses (including frames), contact lenses, hearing aids, dentures and other oral prosthesis, which damage occurs in the active discharge of an employee's duties, the Employer shall pay the difference, if any, between the amount of reimbursement from Workers' Compensation and the actual cost of repair or replacement.

Section 28.7 An employee who retires from service with the Employer shall be presented his or her badge. The badge shall be presented in such a manner as to make it unusable. The retiring employee shall also be presented with an identification card that identifies him or her as a retired deputy sheriff. In order to qualify for the provisions of this Section, the retiring employee must have completed ten (10) years of service with the Employer, and must apply for and be granted full retirement (age and service) benefits by the Public Employees Retirement System (PERS).

Section 28.8 Deputy sheriffs will be adequately trained on Tazers that may be used while working as a deputy sheriff in corrections.

ARTICLE 29
EXPENSES

Section 29.1 When an employee's duty requires him/her to travel outside of Fayette County, the Employer shall reimburse the employee for all reasonable and necessary expenses actually incurred by the employee in the performance of his/her duty, including, but not limited to, expenses incurred for meals, lodging and parking, subject to limits and rates as established by the Fayette County Board of Commissioners for all County employees, upon presentation to the Employer of itemized receipts showing the employee's payment for same.

Section 29.2 When an employee is authorized by the Employer to travel outside of Fayette County on official business and to drive his/her own automobile, the Employer shall reimburse the employee for all miles actually driven for official business at the mileage rate as established by the Internal Revenue Service.

Section 29.3 When an employee's duty requires him to utilize his/her personal vehicle the Employer shall reimburse the employee for all miles actually driven by the employee, and for actual parking expenses.

ARTICLE 30
TRAINING

Section 30.1 All newly hired deputy sheriffs in corrections shall be in an FTO program for a period of time as determined by the sheriff.

Section 30.2 All newly hired deputy sheriffs in corrections may be required to complete the corrections academy as determined by the sheriff within the necessary timeframe of employment with the Fayette County Sheriff's Office.

Section 30.3 All training required of an Employee by the Employer shall be paid for by the Employer. All required training shall be counted as time worked, including driving time to and from a training site other than in county departmental training sites, scheduled lunch/dinner breaks will be deducted from drive time. On multiple day training sessions where the Employee has been authorized to remain at or near the training site, the days in training which do not require travel to the site from the county or to the county from the site shall be counted as regular work days, not to exceed eight (8) hours. If the employer agrees to provide lodging for an employee for a multiple day training session and the employee elects to drive to and from training daily, the employee will only be paid for one (1) trip to and from the training site for the duration of the training.

Section 30.4 Each full-time bargaining unit Employee must satisfactorily complete any training and/or proficiency examination scheduled and approved by the Sheriff or his designee that is required to maintain their certification as an Ohio Corrections Officer. Likewise, any peace officer certified bargaining unit member must satisfactorily complete any training and/or proficiency examination scheduled and approved by the Sheriff or his designee that is required to maintain their certification as an Ohio Peace Officer.

Section 30.5 The Employer shall pay for all necessary lodging, travel expenses, materials, tuition, and fees for all training, if such costs are approved by the Sheriff or his designee in writing in advance of such training.

Section 30.6 An Employee may engage in self-initiated training at the Employee's expense and remain in regular work status for the work day (not to exceed eight hours) with the prior written approval of the Sheriff or his designee. The Sheriff's decision to deny such request shall not be grievable.

ARTICLE 31
LEAVES OF ABSENCE

Section 31.1 The Employer may grant an unpaid leave of absence to any bargaining unit employee for a duration of six (6) months for any personal reasons of the employee. Such leave may be extended upon the request to and with the approval of the Employer.

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- A. The authorization of a leave of absence without pay is a matter of administrative discretion and employees have no right to such leave, subject to the provisions below. The Employer will decide if a leave of absence is to be granted in each individual case.
- B. The granting of any leave of absence is subject to the approval of the Employer. Except for emergencies, illnesses, disabilities or as otherwise specified in this Article, employees will advise the Employer sixty (60) calendar days prior to the commencement of the desired leave so that the various Office functions may proceed properly.
- C. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied or the next available similar position if the employee's former position no longer exists. Employees on an unpaid leave of absence are subject to all layoff and recall provisions of this Agreement.
- D. An employee may return to work before the scheduled expiration of leave as requested by the employee and agreed to by the Employer.
- E. If an employee fails to return to work at the expiration of his requested unpaid leave of absence, such employee, absent extenuating circumstances, shall be removed from his position and shall not receive seniority time for the period of the leave.
- F. An employee who has been granted an unpaid leave of absence for personal reasons shall not accrue vacation leave, holidays, or sick leave during such unpaid leave of absence.
- G. An unpaid leave of absence for personal reasons is unavailable as long as the individual has any qualifying paid leave or FMLA leave available. Further, such unpaid leave of absence for personal reasons, if approved, will be concurrent with, not in addition to, leave granted under the Family and Medical Leave Act of 1993, if applicable.
- H. In lieu of requesting family and medical leave and/or disability leave the employee may request a temporary assignment to an available alternate position that would better accommodate the employee's reason for requesting leave. This request may be granted or denied at the sole discretion of the employer.
- I. During any unpaid leave of absence provided for in this Section, the Employer will provide health insurance as defined in this Agreement through the end of the calendar month, during which such unpaid leave of absence begins.

Section 31.2 Family and Medical Leave:

An employee who meets the eligibility requirements for Family and Medical Leave may apply for such leave. The Employer will approve leave requests as required by the Act, provided that except as prohibited by the Act, the Employer may do the following:

- A. Deny requests that the Act does not required be approved;
- B. Require medical certifications;
- C. Request medical examinations (which may include psychological examinations) in addition to any information or certifications provided by the employee;
- D. Place employees on Family and Medical Leave if they are unable to apply or fail to apply, but are otherwise qualified for such leave;
- E. Require employees to pay their share of premiums for insurance coverage while on unpaid Family and Medical leave;
- F. Take disciplinary action against employees who do not comply with the Employer's policies and procedures for administering Family and Medical Leave;
- G. Coordinate the administration of Family and Medical Leave with the Employer's administration of other types of leave as provided by this agreement;
- H. Place an employee who has exhausted Family and Medical Leave and who is still unable to perform the essential functions of the position on unpaid Disability Leave or proceed to Disability Separation in accordance with the Ohio Revised Code; and
- I. The employee may use all accrued but unused sick leave first, and then all accrued vacation leave in conjunction with such family and medical leave.
- J. The employer shall continue to provide medical insurance during the period of leave of absence unless the employee fails to pay his/her portion of the insurance premium.
- K. The Employer will not, during the life of this Agreement, require the substitution of paid leave during periods of Family Medical Leave.

Section 31.3 Medical Examination:

The Employer may require an employee to undergo a medical examination that is related to the employee's job and based on a business necessity when the Employer deems the examination necessary to confirm an employee's eligibility for sick leave, FML, Disability Leave, or Disability Separation. The Employer may also require such an exam to determine the employee's eligibility

to return from any sick leave, Disability Leave, or Disability Separation, where the employee is returning after having exhausted Family and Medical Leave (or where the returning employee is not eligible for FML), or to determine an employees ability to return to full service from recuperative duty status. The examination shall be at the Employer's expense. Where the Employer is requiring the examination to certify an employee's eligibility for Family and Medical Leave (the FML "second opinion"), the Employer's selection of a healthcare provider shall be in accordance with the regulations governing Family and Medical Leave. However, where the examination is to determine an employee's eligibility for sick leave, Disability Leave, etc., following the employee's exhaustion of Family and Medical Leave, or in a situation where the employee is not eligible for Family and Medical Leave, the selection of the healthcare provider shall be within the sole discretion of the Employer.

The Employer may place an employee found to be unable to perform the essential functions of his position on unpaid Family and Medical Leave, or if the employee is not eligible for or has exhausted any available Family and Medical Leave, the Employer may place the employee on unpaid Disability Leave or may disability separate the employee, all as provided for in this Section.

Section 31.4 Disability Leave, Disability Separation, and PERS Disability:

A physically or mentally incapacitated employee who has completed his probationary period may request an unpaid Disability Leave. A Disability Leave for a period not to exceed one (1) year may be granted when the disability continues beyond the use of all accrued but unused sick leave. The employee must furnish satisfactory medical proof of such disability along with his written request for unpaid Disability Leave. The employee must also be:

- A. Hospitalized or institutionalized;
- B. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
- C. Declared incapacitated for the performance of the duties of his position by a licensed physician.

It is the employee's responsibility to request an unpaid Disability Leave since such leave is not granted automatically, although the Employer may place the employee on Disability Leave if the employer has satisfactory certification from a licensed physician that the employee is unable to perform the essential functions of his or her position with or without a reasonable accommodation.

At any time after the employee has exhausted Family and Medical Leave and accrued but unused sick leave, and the Employer determines that the employee is unable to perform the essential functions of the employee's job, with or without a reasonable accommodation, and the Employer had declined to approve any additional leave (e.g., the Employer has determined that additional leave would not be a reasonable accommodation under the circumstances), and the employee has not been granted PERS Disability, the Employer may separate the employee from service with the Employer. An employee so separated has no reinstatement rights, except to the extent that the parties may not supersede contrary PERS law under this Agreement.

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The Employer shall send a written reminder to the employee at the address on file with the employer at least two (2) weeks prior to the expiration of his Disability Leave. An employee who does not return from Disability Leave, who formally resigns, or who takes a PERS Disability (disability benefits) shall be separated by a personnel action with the designation "Failure to Return from Disability Leave."

An employee who has been granted a Disability Leave shall not accrue vacation leave, personal leave, holidays, or sick leave during such a Disability Leave.

When an employee is ready to return to work from an unpaid disability leave, he shall furnish a statement by a physician releasing the employee as able to return to full time and full capacity duty. The Employer may require an employee to be examined by a licensed physician at the expense of the Employer as provided above. Employer required Disability Leave or Disability Separation may be appealed through the grievance and arbitration procedures.

Section 31.5 PERS Disability:

If an application for PERS Disability is granted, effective on or after the date the employee has exhausted any available Family and Medical Leave, or such other date as PERS may allow, the employee shall be placed on PERS Disability accordingly.

Section 31.6 Paid Leaves:

A. Court Leave:

The Employer shall grant full pay where an employee is summoned for any jury duty or subpoenaed as a witness (outside the scope of his/her employment) by any court or other adjudicatory body as listed in this Article. All compensation for such duty may be reimbursed to the Office unless such duty is performed totally outside of normal working hours. An employee released from jury or witness duty prior to the end of his/her scheduled workday shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those from Workers' Compensation, Unemployment Compensation, and State Employment Relations Board hearings.

It is not proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay or vacation at the discretion of the employee. An employee shall request prior approval for court leave, in order for such leave to be granted.

B. Military Leave:

Military leave will be granted as stated in the Fayette County Personnel Policy Manual

ARTICLE 32
OUTSIDE EMPLOYMENT

Section 32.1 Employees must recognize that the Fayette County Sheriff's Office is their primary Employer. No employee may accept employment with any other employer which is in conflict with his/her role as an employee of the Fayette County Sheriff's Office as determined by the Fayette County Sheriff or designee. The Fayette County Sheriff's Office retains the right to approve law enforcement related off-duty outside employment, including the right to regulate law enforcement related off-duty outside employment by promulgating and enforcing rules as approved by the Fayette County Sheriff.

Section 32.2 Any employee accepting non-law enforcement related off-duty employment must notify the Employer or designee of the nature of the work, and the hours he/she will be working, prior to beginning the work. The Employer or designee will either approve the work or notify the employee of the reason for denial. Such determination shall be made within a reasonable period of time. Approval for non-law enforcement related off-duty employment will be at the discretion of the Fayette County Sheriff or designee but such approval shall not be unreasonably withheld.

Section 32.3 In addition to the rights set forth in Section 1 and 2 above, the Employer reserves the right to demand an employee reduce his/her non-law enforcement related off-duty employment work when his/her performance is diminished, or his/her attendance adversely affected.

Section 32.4 Employees shall have the right to grieve over disciplinary action taken by the Fayette County Sheriff relative to an employee's outside employment. All grievances and discipline shall be handled pursuant to this Agreement.

ARTICLE 33
DRUG/ALCOHOL TESTING

Section 33.1 Drug testing may be conducted on employees during their duty hours upon reasonable suspicion or randomly by computer selection. Alcohol testing will be conducted only upon reasonable suspicion.

Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

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- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern or abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Information provided either by reliable and credible sources or independently corroborated;
- E. Evidence that an employee has tampered with a previous drug test;
- F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practices.

Section 33.2 Drug/alcohol testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug/alcohol screening or testing be released to a third party for use in a criminal prosecution against the affected employee. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the initial reagent testing results alone.

Section 33.3 All drug screening tests shall be conducted by laboratories meeting the standards of the Substance Abuse and Mental Health Service Administration. No test shall be considered positive until it has been confirmed by a Gas Chromatography/Mass Spectrometry. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control and split sample testing. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this article.

Section 33.4 Alcohol testing shall be done in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in this Article.

Section 33.5 The results of the testing shall be delivered to a specified employee of the Employer with command responsibility and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results to the Employer. A representative for the bargaining unit shall have a right of access to the results upon request to the Employer, with the employee's written consent. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

Section 33.6

- A. If a drug screening test is positive, a confirmatory test shall be conducted utilizing the fluid from the primary sample.
- B. In the event that any confirmation drug test results are positive, the employee is entitled to have the split sample tested by another DHHS-certified lab in the manner prescribed above at the employee's expense. The employee must request the split sample test within seventy-two (72) hours of being notified of a positive result. The results of this test, whether positive or negative, shall be determinative.

Section 33.7 A list of three (3) testing laboratories shall be maintained by the Employer. These laboratories shall conduct any testing directed by the Employer. The Employer shall obtain the approval of the bargaining unit representative as to any laboratories put on this list, which approval shall not be unreasonably withheld.

Section 33.8 If after the testing required above has produced a positive result the Employer may require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. Discipline allowed by the positive findings provided for above shall be deferred pending rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time and vacation leave for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance/alcohol, the employee shall be returned to his/her former position. Such employee may be subject to periodic retesting upon his/her return to his/her position for a period of one (1) year from the date of his/her return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay, for a period not to exceed ninety (90) days.

Section 33.9 If the employee refuses to undergo rehabilitation or detoxification, or if he/she tests positive during a retesting within one (1) year after his/her return to work from such a program, the employee shall be subject to disciplinary action, including removal from his/her position and termination of his/her employment.

Section 33.10 Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

Section 33.11 The Employer may conduct four (4) tests of an employee during the one (1) year period after the employee has completed a rehabilitation or detoxification program as provided above.

Section 33.12 The provisions of this Article shall not require the Employer to offer a rehabilitation/detoxification program to any employee more than once.

ARTICLE 34
HEALTH AND SAFETY

Section 34.1 Each employee shall be provided with information as part of orientation, in-service training, and on an as needed basis about communicable diseases to which he/she may be exposed in the performance of his/her duties. Information provided shall include the symptoms of the diseases, modes of transmission, methods of self-protection, and recommendations for immunization where appropriate. Employees may receive hepatitis vaccine or inoculation at no cost to the employee.

Section 34.2 Each employee shall be provided with information and appropriate equipment to take precautions when his/her duties bring or may bring him/her into contact with blood or body fluid containing blood. Each patrol vehicle will be equipped with disposable and/or reusable gloves.

ARTICLE 35
CIVIL SERVICE COMPLIANCE

Section 35.1 It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to the expressed matters covered by this labor Agreement.

ARTICLE 36
NO STRIKE/NO LOCKOUT

Section 36.1 The Employer and the FOP recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public, and that this Agreement provides machinery for the orderly resolution of grievances. Therefore the parties agree that:

- A. During the term of this Agreement, the FOP shall not, for any reason, authorize, cause, engage in, sanction, or assist in any strike, or any other concerted activity which would interrupt the operation or services of the Employer during the life of this Agreement.
- B. During the life of this Agreement, the Employer shall not cause, permit or engage in any lockout of the bargaining unit employees unless those employees have violated Section 36.1(A) of this Article.

Section 36.2 In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violated Section 36.1(A) of this Article is/are subject to corrective action up to and including discharge or removal by the Employer.

Section 36.3 In the event of any violation of Section 36.1(A) of this Article, the FOP shall promptly do whatever it can to prevent or stop such unauthorized acts.

Section 36.4 Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 37 **SEVERABILITY**

Section 37.1 This Agreement supersedes and replaces all applicable state and local laws which it has the authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 37.2 The parties agree that should any provision of this Agreement be found to be invalid, they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language on the same subject matter.

ARTICLE 38 **WAIVER IN CASE OF EMERGENCY**

Section 38.1 In cases of emergency declared by the President of the United States the Governor of the State of Ohio, the Sheriff or Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of employees.

Section 38.2 Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they, the grievance(s), had properly progressed, prior to the emergency.

ARTICLE 39
COPIES OF THE AGREEMENT

Section 39.1 The Union will be responsible preparation of the final draft of the Agreement.

Section 39.2 Copies of this Agreement shall be printed and distributed to all members of the bargaining unit and to all probationary employees hired during the term of the Agreement by the Union. The cost of printing shall be paid by the Union.

Section 39.3 The Employer shall receive a printed and Word version of the final Agreement.

ARTICLE 40
SUB-CONTRACTING

Section 40.1. During the term of this Agreement, the Employer shall not sub-contract out bargaining unit work.

ARTICLE 41
CANINE DEPUTY

Section 41.1 In the event the Sheriff determines a canine deputy sheriff in corrections is needed the following article shall apply.

Section 41.2 Compensation: The Canine Deputy shall be compensated for canine care and maintenance as follows:

If the Canine Deputy is assigned to work 4 days a week for 9 hours each day, the Canine Deputy shall receive 36 hours pay plus an additional 4 hours as canine compensation;

If the Canine Deputy is assigned to work 5 days a week for 7.5 hours each day, the Canine Deputy shall receive 36.5 hours pay plus an additional 3.5 hours as canine compensation.

It is agreed that the provisions outlined above fully compensate the Canine Deputy for all off-duty tasks associated with the assignment as Canine Deputy including, but not limited to, feeding, grooming, and transporting of the canine, clean-up, routine vehicle cleaning and maintenance, transporting the vehicle for maintenance, taking the canine for scheduled and unscheduled visits to the veterinarian, and picking up supplies for the canine.

Section 41.3 Costs and Fees: The Employer shall be responsible for all charges that arise from veterinary bills, feed, yearly registration fees, required training and all vaccinations required. The canine shall be registered in the name of the Sheriff's Office.

Section 41.4 The Employer shall be responsible to kennel the canine while the Canine Deputy is

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on paid leave and is unable to care for and maintain the canine. The Employer retains the right to refuse to kennel the canine on the Deputy's days off unless those days off are surrounded by paid leave.

ARTICLE 42
DURATION

Section 42.1 This Agreement shall be effective January 1, 2019, unless otherwise provided for herein, and shall remain in full force and effect through December 31, 2021.

Section 42.2 If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred eighty (180) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be served in accordance with service requirements of the State Employment Relations Board.

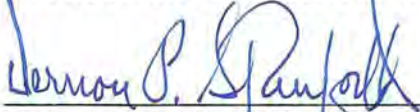
Section 42.3 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

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SIGNATURE PAGE

The parties have hereunto signed by their authorized representatives this 31st day of December, 2018.

FAYETTE COUNTY SHERIFF:



Vernon P. Stanforth, Sheriff

FOR THE FOP/OLC:




Mark A. Scranton, Staff Representative




Bargaining Team Member

APPROVED AS TO FORM:

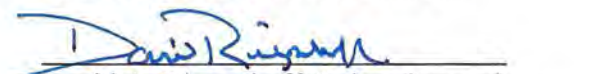


Jess Weade,
Prosecuting Attorney



Bargaining Team Member

APPROVED AS TO CONTENT:



David A. Riepenhoff, Labor Counsel
Fishel Downey Albrecht & Riepenhoff LLP

Bargaining Team Member

Bargaining Team Member