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CORRECTED

AGREEMENT

between

FRANKLIN COUNTY SHERIFF'S OFFICE

and

**FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL**

Unit 3

IT, Mental Health and Social Services, & Chaplain

SERB CASE NUMBER: 2020-MED-09-0980

January 1, 2021 – December 31, 2023

FOP/OLC Unit 3

TABLE OF CONTENTS

Article 1 Agreement.....3

Article 2 Recognition4

Article 3 Definitions.....5

Article 4 Non-Discrimination.....7

Article 5 Dues Deduction.....7

Article 6 Grievance Procedure9

Article 7 Arbitration.....11

Article 8 Union Rights13

Article 9 Management Rights15

Article 10 Work Rules16

Article 11 Internal Investigations17

Article 12 Discipline.....19

Article 13 Records.....21

Article 14 Layoff Procedure.....22

Article 15 Assignments and Transfers23

Article 16 Probationary Periods.....24

Article 17 Labor/Management Meetings25

Article 18 Wages.....25

Article 19 Standard Workweek, Overtime, and Comp Time.....27

Article 20 Leaves of Absence28

Article 21 Vacation Leave29

Article 22	Sick Leave, Bereavement Leave, and Leave Donation	30
Article 23	Personal Leave	35
Article 24	Family and Medical Leave Act	36
Article 25	Holidays	36
Article 26	Professional Development.....	37
Article 27	Health Insurance/Life Insurance Benefits	39
Article 28	Employee Assistance Program.....	39
Article 29	No Strike/No Lockout.....	42
Article 30	Contracting Out.....	42
Article 31	Negotiations Committee.....	43
Article 32	Break Periods	43
Article 33	Workers' Compensation Supplement.....	44
Article 34	Duration	45
	Appendix A – Wage Rates	46
	Signatures.....	52

ARTICLE 1 AGREEMENT

Section 1.1 Parties

This Agreement is made and entered into by and between Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter referred to as the Union) and the Franklin County Sheriff (hereinafter referred to as the Sheriff).

Section 1.2 Purpose

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

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

Section 1.3 Legal References

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

A. Determination of Invalidity

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

B. Sanctity of Agreement

All matters within the scope of bargaining have been negotiated and agreed upon. The terms and conditions set forth in this Agreement represent the full and complete understanding of the parties.

- A. No provision of this Agreement can be modified in any way unless it is memorialized by a Memorandum of Understanding signed by the FOP/OLC and the Sheriff or his designee.
- B. All changes to this Agreement pursuant to a Memorandum of Understanding shall become part of this Agreement and will continue in force and effect until ratification of a successor agreement or until the terms of this Agreement have expired and are no longer in effect, whichever occurs first. Unless incorporated into a successor agreement by modification of the terms of this Agreement, or unless incorporated by reference and included in an appendix to the successor agreement, any Memoranda of Understanding entered into during the term of this Agreement shall become invalid upon ratification of a successor agreement or when the terms of this Agreement have expired and are no longer in effect, whichever occurs first.
- C. No changes to the wages, hours, or other terms and conditions of employment not otherwise specifically governed by this Agreement shall be binding on any of the parties unless incorporated into this Agreement pursuant to a Memorandum of Understanding.
- D. Unless incorporated by reference and included in an appendix to this Agreement, all accords in existence predating this Agreement, including Memoranda of Understanding and Side Letters, are expressly invalid and lack any force or effect.
- E. Notwithstanding paragraph D, all settlement agreements and last chance agreements pertaining to discipline remain in full force and effect pursuant to the terms of those agreements.

ARTICLE 2 RECOGNITION

Section 2.1 Recognition

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

Included: All Correctional Mental Health Coordinators, Correctional Program Specialists, Chaplains, Programmer Analysts, Data Security Specialists, Data Systems Coordinator of the Franklin County Sheriff's Office, as per State Employment Relations Board case number 08-REP- 10-0172, dated March 3, 2009 and as amended in case number 2015-REP-04-0048 June 4, 2015.

Excluded: All patrol communications technicians, deputy sheriffs, dispatchers,

clerical service, maintenance and technical employees, management level employees, confidential employees and supervisors as defined in the Ohio Revised Code 4117.

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

Section 2.2 Bargaining Unit Work

It is agreed that supervisors may perform tasks normally performed by bargaining unit workers, when relieving them for meals and breaks, for unanticipated special events, for unforeseeable events, during emergencies, and for certain confidential cases.

ARTICLE 3 DEFINITIONS

The following terms are defined as follows in this Agreement:

Section 3.1 Calendar Days

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

Section 3.2 Continuous Service

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

Section 3.3 Disparate Treatment

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

Section 3.4 Full Break in Service

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

Section 3.5 Partial Break in Service

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

Section 3.6 Sheriff

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

Section 3.7 Seniority

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

In the event employees have the same hire date, the last four digits of the employee's social security number shall be the deciding factor. The employee with the lowest number shall be the most senior and employees with a higher number will be progressively less senior. The same procedure will be followed for employees whose seniority is calculated on the same hire date as others due to adjusted service.

**ARTICLE 4
NON-DISCRIMINATION**

Section 4.1 Joint Pledge

The Sheriff and the Union shall not unlawfully discriminate against any member of the bargaining unit on the basis of the member's age, race, color, sex, creed, sexual orientation, gender identity, religion, ancestry, marital status, national origin, handicap, political affiliation or a disability as defined in the Americans with Disabilities Act.

Section 4.2 Union Pledge

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

Section 4.3 Sheriff's Pledge

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

Section 4.4 Gender and Plural References

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

**ARTICLE 5
DUES DEDUCTION**

Section 5.1 General

Pursuant to Section 4117.09(B)(2) of the Ohio Revised Code, the Sheriff agrees to deduct Union membership dues in the amount certified by the Union to the Sheriff, each pay period from the pay of any Union member requesting the same in writing. Such certification shall identify the total amount due annually, which shall be divided by the number of pay days in the year to determine the amount deducted per pay period. In the event that the amount cannot be exactly divisible by the number of pay days, the figure is to be rounded up to the nearest penny that will allow full coverage of the annual amount. The Sheriff also agrees to deduct Union initiation fees and assessments, if any, in the pay period of each month, in which such fees and assessments are due, from the pay of any appropriate Union member.

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

Section 5.2 Process

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

Section 5.3 Additional Deductions

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

Section 5.4 No Deduction

The Sheriff's obligation to make deductions shall terminate automatically upon a termination of employment or transfer of a member to a job classification outside this bargaining unit. In the event that a member has insufficient pay in a pay period to cover the dues deduction or fees, it shall not be an obligation of the Sheriff to deduct such dues or fees from the employee's future pay check or otherwise collect the amounts.

Section 5.5 Indemnification

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

Section 5.6 Errors

If it is found that an error was made, the Sheriff shall correct the error in the next pay period that the Union dues deduction would normally be made by deducting the proper amount. The Union shall notify the Sheriff in writing of said error.

Section 5.7 Increases & Changes

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

A member may withdraw from payment of dues by submitting an eDoc through the chain

of command who shall forward the letter to the appropriate person in payroll who will then forward onto the staff representative of the FOP/OLC.

ARTICLE 6 GRIEVANCE PROCEDURE

Section 6.1 Grievance Defined

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

Section 6.2 Jurisdiction

Disciplinary action, including removal from service, is appealable only through the grievance procedure, which culminates at arbitration.

For issues other than grievances over disciplinary actions, nothing in this grievance procedure shall deny members any rights available at law to achieve redress of their legal rights. However, once a member elects to pursue a legal or administrative remedy in lieu of this grievance procedure, and a court or administrative tribunal accepts jurisdiction over the issue, the member is thereafter precluded from seeking a remedy under this procedure and any grievance in process shall be voided.

Section 6.3 Representation

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

Section 6.4 Grievance Documentation

All grievances must be in writing, must contain the following information to be considered, and must be filed using the grievance form mutually agreed upon by the parties. Transmittal of all grievances and grievance forms shall be submitted by email.

- A. Aggrieved employee's name and signature, except when a class action grievance is filed. A class action grievance must be signed by a labor council associate or a member officer on behalf of the unit.
- B. Aggrieved employee's classification, or grieved unit's classification in cases where a class action grievance is filed on behalf of a particular unit.
- C. Date, time, and location of the incident that gave rise to the grievance.
- D. Date that the issue giving rise to the grievance was first discussed and the name of the supervisor with whom the grievance was discussed.
- E. Date the grievance form was completed.

- F. A description of the incident giving rise to the grievance.
- G. Specific articles and/or section(s) of the Agreement violated.
- H. Desired remedy to resolve the grievance.

Section 6.5 Timeliness

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

Section 6.6 Time off for Step 1 and 2 Grievance Meetings

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

Section 6.7 Grievance Procedure

It is the mutual desire of the Sheriff and the Labor Council to provide for prompt adjustment of grievances, with a minimum amount of interruption of work schedules. The Sheriff and the Labor Council agree to make a responsible effort to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

A. Step 1. Chief Deputy

Grievances may be filed for written reprimands and may be processed through Step 2 but are not subject to arbitration.

In order for a grievance to receive consideration under this procedure, the grievance must be submitted by email to FCSOGrievance@franklincountyohio.gov within fourteen (14) days of the occurrence that gave rise to the grievance or date when the grievant should have known of the occurrence, whichever comes later. Human Resources shall forward the grievance to the appropriate Chief Deputy. The Chief Deputy shall have ten (10) days in which to schedule a meeting, unless the meeting

is waived by mutual agreement, with the aggrieved employee and his or her representative, if applicable. The Chief Deputy shall respond in writing to the grievance, on the agreed upon grievance form, within ten (10) days following the meeting date.

B. Step 2. Sheriff

Grievances filed in response to disciplinary suspension or removal may be filed at Step 2.

In order for a grievance regarding a disciplinary suspension or removal to receive consideration under this procedure, the grievance must be submitted by email to FCSOGrievance@franklincountyohio.gov within fourteen (14) days of the date when the grievant should have known of the discipline. Human Resources shall forward the grievance to the Sheriff, or his designee.

If the grievance is not resolved at Step 1, the grievant, with the appropriate Labor Council representative, if the former desires, may refer the grievance to the Sheriff, or his designee, within ten (10) days after receiving the grievance form. The Sheriff or his designee shall have ten (10) days in which to schedule a meeting with the aggrieved employee and his or her representative, if applicable. The Sheriff or his designee shall respond to the grievance within ten (10) days following the meeting. If the Sheriff or his designee does not respond in the allotted time period, the grievance may be taken to arbitration.

**ARTICLE 7
ARBITRATION**

Section 7.1 Decision to Arbitrate

Should a grievant, after receiving the answer to the grievance at Step 2 of the grievance procedure, still feel that the grievance has not been satisfactorily resolved, the grievant may, through his or her Labor Council representative, request that the grievance be heard before an arbitrator. The decision to arbitrate a grievance rests with the Union. If the union decides to arbitrate the grievance, a written notice to arbitrate must be submitted to the Sheriff/designee within fourteen (14) days following the date the grievance was answered in Step 2 of the grievance procedure. In the event the grievance is not referred to arbitration by the Labor Council within the time limits prescribed, the grievance shall be considered resolved based upon the third step reply.

Section 7.2 Selection of Arbitrator

Upon receipt of a notice to arbitrate the Sheriff or his designee and the representative of the Labor Council shall, within ten (10) working days following the request for arbitration request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of the list of seven (7) arbitrators, the parties may select a mutually acceptable arbitrator from the panel within ten (10) working days

from the date the list is received. If an agreement cannot be reached as to one mutually acceptable arbitrator from the panel, the parties shall use the alternate strike method from the list of seven (7) arbitrators. The right to strike the first name shall be determined by a coin toss. After the first strike, the other party shall strike a name and the parties shall alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by the Federal Mediation and Conciliation Service and request another list, one time each. The parties shall agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to the hearing.

Section 7.3 Arbitrability

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

Section 7.4 Authority and Responsibility of the Arbitrator

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

Section 7.5 Exchange of Documents

When a grievance has been scheduled for arbitration, the parties shall exchange a list of witnesses and documents within 14 days of the scheduled hearing.

Section 7.6 Costs

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

ARTICLE 8 UNION RIGHTS

Section 8.1 Representation

The Union shall submit, in writing, the names of employees who are to act as Union representatives in labor/management meetings, grievances, and disciplinary hearings. The Sheriff shall recognize as union representatives the President of the Local and two (2) Stewards. The Union shall notify the Sheriff, in writing, of changes of all stewards or officers of the local. An employee will not be permitted to function as a union representative until the Union has presented the Sheriff with written certification of that person's selection.

Section 8.2 Roster

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

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

Section 8.3 Union Activity

One recognized employee representative may be released from his or her regular duties to attend pre-disciplinary hearings, Step 1, or 2 grievance meetings, or Internal Affairs interviews. In the event that the employee has an attorney or OLC staff representative present at the hearing, the employee representative shall not be released, but must be off duty or taking leave from duty in order to attend. To the extent any other time is devoted to union activity during such representative's scheduled working hours, he or she shall be allowed, upon prior notification, to reschedule his or her work hours or take leave without pay or vacation leave for such activity. Rules governing the activity of Union representatives are as follows:

- A. The Union agrees that no representatives of the Union (employee, non-employee) shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours.
- B. Employee Union representatives shall not conduct Union activities in any work areas without first notifying the supervisor in charge of that area of the nature of the Union activity.
- C. Under no circumstance can an employee earn comp time or overtime while performing union activities including those activities described above.

Section 8.4 President

The parties recognize that, within the bargaining unit, the position of President is established, both to aid the maintenance of this Agreement and to promote harmonious labor relations. Towards this end, the President or designated alternate shall attend, as necessary, joint meetings of the parties relating to employment relations matters which come within the scope of this Agreement. In addition, the president may be released from duty with pay up to a maximum of sixteen (16) hours per calendar year to attend a conference or training session sponsored by the Ohio Labor Council. The president must submit a written request to the Sheriff two weeks prior to the date of the event along with documentation for the purpose of such release specifically identifying the agenda and location of the conference or seminar. The unit may also elect a vice-president who will act on behalf of the unit when the president is off or unable to perform the necessary duties on behalf of the union.

Section 8.5 Staff Representative

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

Section 8.6 Bulletin Boards

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

Section 8.7 Ballot Boxes

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

Section 8.8 Use of Intra-Office mail

- A. The Union is permitted to utilize the intra-office mail system for the purpose of providing information pertaining to Union business or bargaining unit representation to bargaining unit members. The Union agrees that the use of the mail system will be reasonable and limited to providing information that is necessary for the normal conduct of Union business or bargaining unit

representation. All mail placed into the intra-office mail system by the Union shall be in a sealed envelope and shall be the property of the person to whom it is addressed.

- B. The Sheriff shall under no circumstances be held to guarantee or be responsible for the safe or timely delivery of any documents placed in the intra-office mail by the Union.
- C. In no instance is it appropriate for the union to use the county email system for union business.

Section 8.9 Job Descriptions

The Sheriff shall furnish the Union President a copy of up-to-date job descriptions for all bargaining unit members.

Section 8.10 Union Notification

The Sheriff agrees the office will insert FOP/OLC application forms into new-hire packets upon hiring all future employees. It is understood that said new hires are not obligated to join the union.

Upon request, in January and July of each year, the Employer shall provide the FOP/OLC with a roster of all bargaining unit employees. This notification can be made to the FOP/OLC office or through the Staff Representative.

ARTICLE 9 MANAGEMENT RIGHTS

Section 9.1 Delineation of Management Rights

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

- A. To determine the size and composition of the office work force, the organizational structure of the office and the methods by which operations are to be performed by Sheriff's employees.
- B. To manage the office budget, including, but not limited to the right, within the provisions of the Ohio Revised Code, to contract or subcontract any work or operations of the office.
- C. To determine the nature, extent, type, quality and level of services to be provided

to the public by Sheriff's employees and the manner in which those services will be provided.

- D. To determine and/or change the technology and equipment Sheriff's employees shall use.
- E. To restrict the activity of an employee organization on County time except as set forth in this Agreement.
- F. To determine job classifications, job descriptions, procedures and standards for recruiting, selecting, hiring, training and promoting.
- G. To assign work, establish and/or change working hours, schedules and assignments as deemed necessary by the Sheriff to assure efficient office operations.
- H. To direct and supervise employees and to establish and/or modify performance programs and standards, methods, rules and regulations, and policies and procedures applicable to Sheriff's employees.
- I. To hire, evaluate, promote, transfer, reallocate, and take other personnel actions for non-disciplinary reasons in accordance with the statutes and rules relating to civil service.
- J. To transfer, remove, demote, reduce, suspend, reprimand or otherwise discipline employees for cause.
- K. To lay off employees of the office because of lack of work or funds, or under conditions where continued work would be ineffective, unproductive or not cost-efficient.

Section 9.2 Other Rights and Powers

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

ARTICLE 10 WORK RULES

Section 10.1 Written Rules

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

Section 10.2 Copy Provided

Prior to the implementation and/or effective date of any new or amended Administrative Regulation, the Sheriff /designee shall provide a copy to each employee covered by this agreement.

Section 10.3 Application

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

ARTICLE 11 INTERNAL INVESTIGATIONS

Section 11.1 Procedures

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

Section 11.2 Advance Written Notice

Prior to any questioning the respondent bargaining unit member, i.e., the member under investigation, shall be advised in writing of the nature and specifications of the alleged complaint, and will be given a brief synopsis of the facts surrounding the investigation. The member shall maintain all provisions under Section 1 of this Article.

Section 11.3 Copy of Complaint or Written Summary

When a bargaining unit member is to be interviewed as a witness pursuant to Section 1 above, such interview shall be conducted in accordance with the procedures established herein. Upon request, a member who is being interviewed as a witness shall be given a copy of any citizen complaint or a written summary of any non-citizen complaint prior to any questioning.

Section 11.4 Notice of Rights

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

Section 11.5 Limitations

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

Section 11.6 Recordings and Documentation

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

Section 11.7 Administrative Pressure

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

Section 11.8 Lie Detector Examinations

Any bargaining unit member required to submit to a polygraph or other lie detection examination shall be provided advanced notification of the date, time, place and type of such examination. A bargaining unit member shall not be ordered to submit to a lie detection examination unless the complainant against him takes a lie detection examination and the results of the Complainant's lie detection examination support the complaint against the accused member. The examiner's interpretive results of the respondent's lie detection examination shall only be used to support or rebut other evidence; it shall not be used as basis for disciplinary action.

Section 11.9 Anonymous Complaints

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

Section 11.10 Conclusion

Any bargaining unit member who has been under investigation shall be informed, in writing, of the outcome of the case at the conclusion of the investigation. Further, if the investigation exceeds sixty (60) days, a representative of Internal Affairs shall inform the concerned member in writing that additional time is required to complete the

investigation. Thereafter, the concerned member shall receive a status report outlining the current status of the investigation and the reason requiring additional time for it, every thirty (30) days.

ARTICLE 12 DISCIPLINE

Section 12.1 Discipline for Cause

No bargaining unit member shall be reduced in pay or position, suspended, removed or reprimanded except for just cause. There will be no disciplinary re-assignment except that the member who has sexually harassed someone or who has created a hostile work environment may, separately or in addition to other disciplinary action, be transferred by the Sheriff. A member who is subject to termination for just cause may elect, with the Sheriff's approval, to be re-assigned to a position which was not bid on or requested by another member. The member shall maintain his or her right to the grievance procedure if he or she contests just cause for such actions.

Section 12.2 Pre-disciplinary Hearings

Any pre-disciplinary hearing shall be conducted under current law, with an impartial hearing officer.

- A. Prior to any pre-disciplinary hearing, the charged employee shall receive from the employer a written statement of all charges and specifications. At pre-disciplinary hearings, charged employees shall be allowed representation by a union representative and be allowed to call witnesses material to the employee's defense.
- B. After an accused bargaining unit member receives notice of charges and an opportunity to appear before a pre-disciplinary hearing officer, the member and his attorney, when one is involved, or Union Representative shall be provided access to transcripts, records, written statements, video and audio tapes, and results of any lie detection examinations pertinent to the case. Such access will be provided only after written notice by the bargaining unit member, his attorney or Union Representative to the Sheriff/Hearing Officer. Either party may tape record the hearing.
- C. A bargaining unit member who is charged, his attorney, or local union representative, may make a written or email request for a continuance. Such request shall be granted where practicable and reasonable. The length of such continuance shall be mutually agreed upon. Except under unusual circumstances, only one continuance shall be granted not to exceed ten (10) calendar days.
- D. The Sheriff or Acting Sheriff/Hearing Officer will notify the affected bargaining unit member of any charges or of any decision reached as a result of a pre-disciplinary hearing prior to any public statement or release.

Section 12.3 Actions of Record

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

Section 12.4 Progressive Action

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

Section 12.5 Reduction of Vacation Leave or Compensatory Time

For purposes of progressive discipline, suspension may include, but not be limited to, the reduction of an employee's accrued vacation leave or compensatory time. Loss of eight (8) hours of accrued vacation leave or compensatory time shall be the equivalent of a one (1) day suspension. The reduction of accrued vacation hours or compensatory time, in lieu of a loss of work hours, shall constitute a suspension for the purpose of considering prior disciplinary action. This provision only applies for suspensions of up to and including three (3) days. Only accrued vacation or compensatory time can be used in lieu of suspension. Determination of whether an employee's suspension is to be accomplished through loss of work hours or loss of accrued vacation hours or compensatory time shall be by mutual agreement between the Sheriff and the affected employee.

Section 12.6 Appeal

Disciplinary action, including removal from service, is appealable only through Article 6, the grievance procedure. Grievances may be filed for documented orals and written reprimands and will be processed through Step 2 but are not subject to arbitration. An employee who disagrees with an oral or written reprimand shall have the right to write an IOC which shall remain attached to such documented oral or written reprimand. Grievances filed in response to disciplinary suspension or removal may be filed at Step 3. Probationary removals are not grievable. Disciplinary action cannot be appealed to the State Personnel Board of Review.

Section 12.7 Duration of Records

All actions of record (documented oral reprimands, written reprimands, suspensions, reduction, or removal) will be maintained in each bargaining unit member's personnel file throughout his or her period of employment, except as follows:

- A. In any case which an action of record is disaffirmed by an arbitrator, or by a court of competent jurisdiction, then such action of record shall be removed from the member's personnel file.
- B. Documented oral reprimands shall not be used for purposes of progressive discipline or for consideration of promotion, or transfer unless there is a similar or like offense within nine (9) months of active, paid service since the date of issuance of the documented oral reprimand.
- C. Written reprimands shall not be used for purposes of progressive discipline or for consideration of promotion, transfer or performance evaluation if one (1) year of active, paid service has passed since the date of the reprimand provided that the member has had no further disciplinary action during this period.
- D. Records of suspensions for five (5) days or less shall not be used for purposes of progressive discipline or for consideration of promotion, transfer or performance evaluation if two (2) years of active, paid service have passed since the date of the suspension, provided that the member has had no further disciplinary action during this period.
- E. Suspensions for periods of time greater than five (5) days shall not be used for purposes of progressive discipline or for consideration of promotion, transfer or performance evaluation if three (3) years of active, paid service have passed since the date of the suspension, provided that the member has had no further disciplinary action during this period.
- F. Upon written request from an employee, the Sheriff shall remove a documented oral reprimand, a written reprimand, or record of suspension submitted after the respective validity period has expired and move it to a separate file.
- G. The time period for consideration of disciplinary records is to be extended by the amount of time that an employee is on leave without pay, absent without leave, on disability leave, and/or on disability retirement, if any.

ARTICLE 13 RECORDS

Section 13.1 Performance Evaluations

A bargaining unit member's signature on a performance evaluation, if any, shall be viewed by the parties hereto only as a representation that he has read it; it shall not be

viewed as a representation that he concurred in any or all of the contents or comments thereon. The bargaining unit member shall be the last person to sign an evaluation and no evaluation comments may be made on record copies thereafter. The bargaining unit member shall receive a copy of the evaluation in its final form.

Section 13.2 Review of Personnel File

An employee shall be allowed to review his personnel file after requesting to do so through the chain of command in writing. Such request and authorization is not required during the employee's non-working hours. This review will be afforded during normal business hours and work days of the personnel office. If a member wants copies of documents from the file, copies will cost five cents (\$0.05) per page. If a member desires to have his entire file copied he can request it and, depending on the workload of the personnel office, it will be done as time is available.

Section 13.3 Inaccurate Documents

If, upon examining his personnel file, any bargaining unit member has reason to believe that there are inaccuracies in documents contained therein, the member may write a memorandum to the Sheriff explaining the alleged inaccuracy. The Sheriff shall attach the member's memorandum to the document in the file.

ARTICLE 14 LAYOFF PROCEDURE

Section 14.1 Notice of Layoff

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

Section 14.2 Procedure

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

Section 14.3 Recall

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

ARTICLE 15
ASSIGNMENTS AND TRANSFERS

Section 15.1 Assignments

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

Section 15.2 Days Off

Assignment of days off shall be offered on the basis of seniority within the unit to which the employee is assigned. There shall be no shift reassignment of an individual employee. However, the Sheriff reserves the right to conduct general shift reassignments as a part of his management right to set staffing levels and change shift hours, after a seventy-two (72) hour prior notice has been given to the effected employees. Any employee transferring from one unit to another shall have last consideration on bidding for days off.

Section 15.3 Transfer and Vacancy Defined

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

Section 15.4 Internal Postings

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

The internal posting procedure is an informal process designed to give shift assignment options to current employees without hindering the hiring process. The procedure can be accomplished in a variety of ways. A list can be used where employees initial their interest or disinterest in the position. The entire process should conclude in less than seventy-two (72) hours. If an employee has not responded affirmatively or negatively to the supervisor's communication or if the employee does not answer telephone calls or respond to messages, the opportunity to bid for the position is lost. The internal posting procedure can also be used to bid for days off on a shift within the same work unit.

Section 15.5 Posting of Office-Wide Vacancies

When an Office-wide vacancy is to be filled, the Sheriff or his designee will post the

vacancy in the office bulletin to allow members at least seven (7) days to request consideration for the assignment. The posting shall include the classification of the assignment, the shift, the primary location of the assignment, and any specialized requirements of the assignment. Assignment of days off within a shift shall be offered on the basis of seniority, except where impracticable. Nothing in this Article prohibits the Sheriff from accepting applications for employment and/or interviewing and rating applicants for employment at any time.

Section 15.6 Response to Posting

Members who wish to apply for a posted vacancy shall respond to the posting by email to shrfbltn@franklincountyohio.gov within seven (7) days of the posting.

Section 15.7 Selection

When filling a vacancy the Sheriff may consider the most qualified internal and external applicants for positions based upon, but not limited to, the following criteria: the interview, demonstrated skill, work experience, education, work record, attendance, disciplinary records and overall ability to perform the job responsibilities.

Bargaining unit members may grieve such selection through Step 2; however, such grievances are not subject to arbitration.

Section 15.8 Temporary Transfers

A temporary transfer may be made to temporarily fill an assignment within a classification. No temporary transfer shall exceed sixty (60) days in length in any twelve (12) month period, except where a temporary transfer is made for the period during which a member performs light duty work within his classification because of his disability. Any extension of a temporary transfer beyond the sixty (60) day period set forth herein requires mutual agreement between the Sheriff and the Union. Upon the conclusion of the temporary transfer, the member shall be returned to the member's previously held assignment.

ARTICLE 16 PROBATIONARY PERIODS

Section 16.1 Probationary Period

Every newly hired or promoted employee of the bargaining unit will be required to successfully complete a probationary period. The new hire probationary period shall begin on the first day for which the employee earns compensation from the Sheriff and shall continue for a period of one (1) year.

Section 16.2 Probationary Removal

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

Section 16.3 Overtime

A probationary employee is permitted to work overtime with supervisory approval.

Section 16.4 Promotional Probation

A newly promoted probationary employee who displays unsatisfactory job performance may be returned to his or her former classification at any time during the probationary period. The Sheriff shall provide a written explanation to the employee detailing the employee's unsatisfactory performance.

ARTICLE 17 LABOR/MANAGEMENT MEETINGS

The Sheriff and the Union agree to meet at such times as necessary, upon mutual agreement, to discuss this Agreement as well as any terms or conditions of employment. Included as a legitimate item for discussion in these meetings shall be the concerns and suggestions of the bargaining unit members regarding conditions of equipment and employee job safety. In order that subjects may be adequately addressed, issues to be on the agenda for Labor/Management meetings are to be mutually agreed upon three (3) days in advance of the meeting. Issues which are the subject of a pending grievance are not to be addressed in Labor/Management meetings. It is the intention of the parties hereto that such individuals as may be knowledgeable regarding items to be discussed in such meetings may be in attendance, but normally no more than three (3) bargaining unit members and one (1) Labor Council staff representative may attend.

ARTICLE 18 WAGES

Section 18.1. Wage Increases.

The Sheriff shall provide all bargaining unit employees a wage increase of two-and three-quarter percent (2.75%), effective on the first day of the first full pay period in January 2021. Effective with the first day of the first full pay period in January of 2022, all bargaining unit employees will receive a two-and three-quarter percent (2.75%) increase in the wage rate. Effective on the first day of the first full pay period in January of 2023, all bargaining unit employees will receive a two-and three-quarter percent (2.75%) increase in the wage rate. Prior to the two-and three-quarter percent (2.75%) wage increase and applicable tenure adjustment that is effective the first day of the first full pay period in January 2021, Correctional Program Specialists and Correctional Mental Health Coordinators will receive an equity adjustment of twenty-five cents (\$.25) per hour. Actual hourly rates of pay including tenure adjustment are in Appendix A.

Section 18.2 Signing Bonus.

Within thirty (30) days of the effective date of the Agreement, each employee employed in a bargaining unit position will receive a signing bonus, within their regularly issued

paycheck, in the amount of seven hundred dollars (\$700.00). The bonus payment described in this Section 18.2 of the Agreement will not be applied to employees' base wages and no W-4 changes will be accepted for this lump sum payment.

Section 18.3 Tenure Adjustment

In order to address compression concerns within the bargaining unit, upon ratification of this agreement all bargaining unit members with at least three (3) years of service with the Sheriff shall receive a one-and-one-half (1.5%) percent increase on the first day of the first full pay period following the anniversary of their hire date. During the term of the agreement, members shall receive a one-and-one-half (1.5%) percent increase upon reaching three (3) years of service with the Sheriff on the first day of the first full pay period following the anniversary of their hire date.

Effective January 1, 2022, all bargaining unit members with at least fifteen (15) years of service with the Sheriff shall receive a two (2%) percent increase on the first day of the first full pay period following the anniversary of their hire date. After January 1, 2022, members shall receive a two (2%) percent increase upon reaching fifteen (15) years of service with the Sheriff on the first day of the first full pay period following the anniversary of their hire date.

Effective January 1, 2023, all bargaining unit members with at least five (5) years of service with the Sheriff shall receive a one (1%) percent increase on the first day of the first full pay period following the anniversary of their hire date. After January 1, 2023, members shall receive a one (1%) percent increase upon reaching five (5) years of service with the Sheriff on the first day of the first full pay period following the anniversary of their hire date.

Section 18.4. Shift Differential.

A. Shift Differential Pay Rate. Shift differential is hereby established as seventy cents (\$0.70) per hour.

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

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

Section 18.5. Service Credit.

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

\$375.00 for 5 years of continuous service

\$75.00 for each additional year of service

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

Payment of service credit shall be made to eligible members in a lump sum, in a separate check, and will be issued no later than the first regular pay day in December of each calendar year. Upon separation of employment, members who are eligible for service credit under this Section (or in the event of death, the surviving spouse or secondly the estate) will be paid as part of the member's termination pay the final partial year of service credit, pro-rated to the number of pay periods completed during said partial year since the member's last payment date. For the purposes of this Section, continuous service shall include any approved FMLA or military leave.

ARTICLE 19 STANDARD WORKWEEK, OVERTIME AND COMPENSATORY TIME

Section 19.1 Definition

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

Section 19.2 Overtime

Bargaining unit members shall be paid overtime at a rate of one and one-half (1½) times their hourly wage rate for hours in excess of eighty (80) hours in paid status in a pay period.

Section 19.3 Compensatory Time

At the request of the employee, the employee may accumulate up to one hundred twenty (120) hours of compensatory time off in lieu of overtime pay. Compensatory time shall accumulate at the applicable overtime rate. Compensation for compensatory hours taken shall be at the employee's applicable rate of pay at the time of payment. While the employee may earn more than one hundred twenty (120) hours of compensatory time during a year, the employee may not accumulate a balance of more than one hundred twenty (120) hours of compensatory time. Compensatory time accumulation shall carry over from year to year, except that an employee shall be paid out all or part of his or

her accumulation twice each year by submitting a request to the Sheriff for such payout between March 1 and March 15 (for payment in April) and/or between August 1st and August 15th (for payment in September) of the same year. There are no time limits for prior submission of compensatory time off requests, subject to supervisory approval.

An employee who requests to use comp time and is denied the use, may submit for payment of such CT hours. The employee must make the request for payment by submitting an IOC through their chain-of-command within seven (7) days from the date(s) of proposed CT use.

Section 19.4 Mandatory Overtime

Supervisors will attempt to limit the amount of mandatory overtime required on consecutive days for any individual employee. The primary cause of the need for overtime is employee absence, both scheduled (for which supervisors can plan and offer overtime in advance on a voluntary basis) and unplanned when employees call off (for which supervisors cannot plan and may require mandatory overtime to have adequate coverage). Mandatory overtime shall be by reverse seniority and shall be rotated through the employees as equally as possible.

Section 19.5 Call Back Pay

When a bargaining unit member is ordered to report, without prior notice and the member reports to the work site, the member shall be paid at one and one half (1½) times his applicable rate of pay for all hours worked at a minimum of two (2) hours. Such minimum shall not apply when the time abuts the member's regularly scheduled work hours or the work is completed within one half (½) hour.

ARTICLE 20 LEAVES OF ABSENCE

Section 20.1 Military Leave

The Sheriff will comply with all appropriate laws relating to the employment rights of bargaining unit members in military service.

Section 20.2 Unpaid Leave

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

Section 20.3 Retention of Seniority

Unless on military leave or leave that qualifies under the FMLA, time spent on any authorized or unauthorized unpaid leaves of absence of more than five (5) days provided

for in this contract shall not be counted in determining seniority. Such leave shall constitute a partial break in service and seniority shall be adjusted as addressed in Article 3 of this Agreement.

ARTICLE 21 VACATION LEAVE

Section 21.1 Vacation Accrual

All bargaining unit members shall be entitled to accrue annual vacation leave according to the following schedule:

- A. After service of one (1) year, shall have earned and will be due upon attainment of the first year of employment, eighty (80) hours of vacation leave with full pay;
- B. After service of five (5) years, shall have earned and is entitled to one hundred twenty (120) hours of vacation leave with full pay;
- C. After service of ten (10) years, shall have earned and is entitled to one hundred sixty (160) hours of vacation leave with full pay;
- D. After service of fifteen (15) years, shall have earned and is entitled to one hundred eighty (180) hours of vacation leave with full pay;
- E. After service of twenty (20) years, shall have earned and is entitled to two hundred (200) hours of vacation leave with full pay.

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

Section 21.2 Prior Service Credit

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

Section 21.3 Scheduling Vacation Leave

Annual vacation leave shall be taken at such time as the Sheriff directs and is subject to his administrative discretion. All vacation leaves must be requested and authorized on a

form designated by the Sheriff. Each member shall be granted one vacation leave request on the basis of seniority. Such request is to be submitted by January 31 of the year of request. Additional vacation leave requests by a member already granted vacation leave by seniority shall be on an availability basis.

Section 21.4 Separation Payout

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

Section 21.5 Survivor Benefit

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

Section 21.6 Substitution of Vacation Leave for Sick Leave

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

Section 21.7 Maximum Accrual

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

Section 21.8 Vacation Incentive for Non-Use of Sick Leave

All bargaining unit members shall be entitled to an additional eight (8) hours of vacation leave with full pay for every quarter (January-March, April-June, July-September, October-December) of the calendar year in which sick leave is not used. For purposes of determining if an employee qualifies for this vacation incentive only, FMLA sick leave, FMLA leave without pay, leave without pay, suspension and AWOL shall be considered the same as used sick leave.

ARTICLE 22 SICK LEAVE, BEREAVEMENT LEAVE, AND LEAVE DONATION

Section 22.1 Sick Leave Entitlement and Accrual.

Bargaining unit members shall be entitled to sick leave pay as provided herein:

- A. Employees shall earn sick leave at the rate of 4.6 hours for eighty (80) or more hours while on active pay status in any pay period. The time credit is strictly

proportionate to the hours in paid status in each pay period up to the 4.6 hour limitation for any pay period. Sick leave is available for use under established qualifications up to the amount documented as accrued on the employee's most recently issued pay stub. The 4.6 hour sick leave accrual rate will commence on the first day of the first pay period following approval of this Agreement by the Board of County Commissioners.

- B. Employees may elect, at the time of retirement or resignation from active service with the Sheriff and with at least eight (8) but less than eighteen (18) years of service with the Sheriff, the State, or any political subdivisions or any combinations thereof, to be paid in cash for one-fourth (1/4) of the value of their accrued but unused sick leave credit at the time of retirement or resignation.
- C. Employees with eighteen (18) or more years of service with the Sheriff, the State, any political subdivision, or any combination thereof, and with accumulated sick balance, may elect, at the time of resignation or retirement from active service with the Sheriff, to be paid in cash for all, or a designated part, of their accrued but unused sick leave credit, paid at fifty percent (50%) of the employee's base rate of pay.
- D. A member with twenty (20) or more years of continuous service with the Sheriff's Office may elect to be paid a one (1) time payment of up to one-half (1/2) the member's accrued sick leave balance, not to exceed one thousand (1,000) hours. Accrued sick leave payout shall be paid only once to any member. This payment shall be paid at fifty percent (50%) of the member's hourly based rate of pay at the time that the request is approved. The remaining sick leave balance shall be available for the member's use or paid in accordance with B or C above.
- E. Sick payment shall be based on the employee's applicable rate of pay at the time of retirement, resignation or death, and eliminates all sick leave credit accrued but unused by the employee at the time payment is made.
- F. If an employee with such prior service has received a payout from his or her previous public employer for accrued but unused sick leave hours, no sick leave credit will be given to the employee by the Sheriff for such prior service.
- G. If an employee of the Sheriff dies while in active pay status, any accrued sick leave due his or her credit shall be paid to the surviving spouse or secondly the estate of the member. Such payment shall be computed as specified above.

Section 22.2 Uses of Sick Leave.

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

- A. Illness or injury of the bargaining unit member or a member of his immediate family. (In case of a member of the immediate family not living in the same household, the appointing authority may credit sick leave when he believes it justified.)

- B. Medical, dental, or optical examination or treatment of a bargaining unit member or a member of his immediate family.
- C. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the bargaining unit member or when, through exposure to a contagious disease, the presence of the bargaining unit member at his job would jeopardize the health of others.
- D. Pregnancy and/or childbirth and other conditions related thereto.
- E. Bereavement leave may be supplemented with sick leave upon the death of a parent, child, spouse domestic partner, domestic partner's child, or sibling. Two (2) days of sick leave may be used to supplement bereavement leave when an employee attends an out-of-state funeral of any family member.
- F. Immediate family for purposes of sick leave shall be defined to include spouse, domestic partner, parent, child, sibling, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian or person who stands in place of a parent (*in loco parentis*), and any current step children of the employee.

Section 22.3 Bereavement Leave.

Upon the death of a parent, child, spouse or sibling of a bargaining unit member, that member shall be granted leave with pay of up to forty (40) consecutive hours of such family member. Upon the death of an employee's grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian or person who stands in the place of a parent (*in loco parentis*), domestic partner's child and any current step children, the bargaining unit member shall be granted leave with pay of up to twenty-four (24) consecutive work hours of such immediate family member. Upon the death of an aunt, uncle, niece or nephew of the bargaining unit member shall be granted leave with pay of one (1) work day to attend the funeral. Such time will not be deducted from sick leave accrual. Bereavement Leave can only be taken within the (14) fourteen day period of time that commences with the day of the death of the member's relative. However, at the Sheriff's discretion this period may be extended based upon the circumstances (e.g., funeral or memorial service is held more than fourteen (14) days after the day of the death).

Section 22.4 Sick Leave Charge.

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

Section 22.5 Sick Leave Eligibility.

Eligibility for sick leave pay shall begin after a sick leave balance appears on their pay roll statement.

Section 22.6 Sick Leave Abuse.

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

Section 22.7 Marking Off Sick on a Holiday.

When an employee scheduled to work on an observed holiday marks off sick, including FMLA mark off, such mark off shall be considered a sick mark off.

Section 22.8 Medical Documentation.

Each employee is allowed three (3) separate personal sick mark offs and three (3) separate family sick mark offs, if applicable, per year without submitting supporting medical documentation. Upon return to work from each subsequent sick mark off, employees must provide their supervisor a signed medical professional's document justifying the reason for the mark off. Failure to submit this documentation will result in the person being marked leave without pay for each day the employee was absent from work. This documentation is not required to justify an absence on a day in which the employee departs work because of illness.

Section 22.9 Leave Donation Program.

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

- A. Definition. A serious illness or injury is one that is life threatening, generally requires surgery with a prolonged recovery period, involves multiple traumatic injuries, or a serious mental illness. Examples include heart attack, certain cancer conditions, injuries from automobile accidents, and surgeries that require an admission to a hospital and at least an overnight stay.
- B. Donation. A member's eligibility for donations from the Leave Donation Program are to be established by a four-member Leave Bank committee composed of the Sheriff's designee, the Director of Administrative Services, and two (2) Sheriff's employees recommended by the Union President, or his or her designee. Qualifications for donation established by the Committee shall include the following provisions:
 - 1. Leave may be donated upon call of the Committee. The Committee shall call

for donations when an employee's request for use is approved or when necessary to maintain a sufficient balance of hours for an employee who is using the Program.

2. Employees donating time shall do so in increments of four (4) hours on a form supplied by the Human Resources Office.
 3. Once time is donated to the Leave Donation Program, the donation is irrevocable and shall not be re-credited to the donating employee unless used by the employee as a result of his or her participation in the Donation Program.
 4. Members are allowed to donate to any County employee determined to be eligible for Leave Donations.
- C. Application. To qualify for leave donation:
1. An employee shall direct a written request for use to the Director of Administrative Services. The employee shall describe the circumstances of the serious illness or injury prompting the request.
 2. The applicant may be required by the Committee to have the attending physician(s) submit a letter to assist the Committee in its consideration of the request.
- D. Qualification. The Committee shall review the request to determine if the illness or injury qualifies as being serious and meets all other qualifications.
1. The Committee shall also review any applicant's past record of sick time usage prior to approving use of the Program. The duration of records provision in Section 12.7 of this Agreement shall apply to the consideration of sick leave usage for purposes of evaluating leave donation requests. Accordingly, if a denial is based on active discipline (as defined by the duration of records provision in Section 12.7) for sick leave abuse, the committee will not be convened to make such a determination.
 2. The Committee, by majority vote, shall, after investigation of the request, decide whether an employee's application shall be approved and shall specify a maximum number of hours authorized for use by the employee, not to exceed two thousand, eighty (2,080) hours, if such hours are available from the Program. The Sheriff reserves the right to break any tie vote of the committee as to approval of an employee's application. The Committee's decision shall be final and binding, with no appeal to the grievance procedure.
- E. An employee using the Program shall return to duty as soon as the medical condition justifying the use allows his or her return to duty. Failure to do so shall cause the Leave Bank Donations to cease.
- F. If an employee does not use the total number of hours authorized for use, any

unused hours shall be transferred back to the Program Bank.

- G. If an employee who has received donated leave does not use any donated leave for a period of sixty (60) days, such unused donated leave shall be transferred back to the Program.
- H. For purposes of this Section only, immediate family is defined as an employee's parent, spouse, child, sibling or person who stands in place of a parent (*in loco parentis*).

ARTICLE 23 PERSONAL LEAVE

Section 23.1 Personal Leave Credit

Members shall be credited with forty (40) hours of personal leave each year beginning the first day of the member's base pay period. Requests to use personal leave shall be submitted for approval on a form designated by the Sheriff at least forty-eight (48) hours in advance of the request date, except in the case of an emergency. Members may use personal leave for absence due to any matter of a personal nature. Further, bargaining unit members, who have an accumulated sick leave balance of one hundred twenty (120) or more hours as of the last full pay period of the calendar year, will be entitled, at their option, to convert twenty (20) hours of previously earned sick leave to sixteen (16) hours of personal leave. If this conversion option is exercised by the member, such conversion shall be declared by the member prior to January 31st of the calendar year.

Section 23.2 Use

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

Section 23.3 Carry Forward

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

Section 23.4 No Cash Conversion

Conversion to cash of unused personal leave shall not be permitted upon separation from service with the Employer.

Section 23.5 New Employees

New members, hired subsequent to the base pay period, shall be credited with forty (40)

hours of personal leave, less one and five-tenths (1.5) of an hour for each pay period that has elapsed following the base pay period until the first day of the pay period during which the hiring was effective.

Section 23.6 Separation from Service

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

ARTICLE 24 FAMILY AND MEDICAL LEAVE ACT POLICY

Eligible members are afforded up to twelve (12) workweeks of Family and Medical Leave which is fully addressed in the FMLA Administrative Regulation and in compliance with the Family Medical Leave Act.

ARTICLE 25 HOLIDAYS

Section 25.1

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

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Section 25.2 Holidays Falling on Weekend or Days Off

When a holiday falls on the first day of the member's regularly scheduled days off, it shall be celebrated on the preceding day and when a holiday falls on the second day of a

member's regularly scheduled days off, it shall be celebrated on the following day, except that at the time of a shift change which necessitates more than two (2) days off, a holiday which falls on either of the first two (2) days shall be celebrated on the last previous workday and a holiday which falls on any other day of such days off shall be celebrated on the next subsequent workday.

Employees on a four (4), ten (10) hour workday schedule shall, during weeks in which a holiday is celebrated, perform their duties based on a five (5) day, eight (8) hour work schedule. The employees shall have their scheduled hours adjusted so that the work section is covered for the same period of time, as if the employees were working 4-10's. For example, if during a non-holiday week there regularly is coverage from 6:00 a.m. until 8:00 p.m., then there shall be coverage during those hours for the rest of the week, except on the day celebrated as a holiday.

Section 25.3 Celebrating Holidays

For purposes of celebrating holidays, holiday time shall apply to the tour of duty beginning on the date celebrated as a holiday. Members assigned to the 7:00 p.m. – 7:00 a.m. tour of duty or the 11:00 p.m. - 7:00 a.m. tour of duty, whichever is applicable, shall celebrate the holiday on the tour of duty beginning at 7:00 p.m. or 11:00 p.m., whichever is applicable, of the day preceding the day celebrated as a holiday. No member shall receive holiday pay compensation more than once for the same holiday.

Section 25.4 Holiday Pay

When a member works a day celebrated as a holiday, the employee shall be paid the rate of time and one-half (1½) his or her regular rate of pay and said compensation shall be in addition to the regular holiday pay. For all time worked in excess of eight (8) hours on such holiday, the rate of compensation shall be two and one-half (2½) times the applicable rate of pay. An employee who is not in a paid status on the scheduled work day preceding or the scheduled work day following a holiday will not receive holiday pay if the employee does not work the holiday.

Upon submission of a written request to the supervisor no later than seventy-two (72) hours in advance of a holiday, an employee may request approval to take another day during the same pay period as the employee's holiday. If the change does not result in an additional cost to the employer at the time of the written approval by the supervisor, the employee may celebrate his or her holiday on the day requested rather than the day scheduled in Section 25.1. Such written request may not be approved if submitted more than three (3) weeks in advance of the holiday being addressed.

ARTICLE 26 PROFESSIONAL DEVELOPMENT

Section 26.1 Tuition Reimbursement Program

Each bargaining unit member shall be eligible, upon approval of the Sheriff, for a reimbursement of all tuition costs in courses of instruction voluntarily undertaken or

required of him, provided the courses are work related. Any member requesting tuition reimbursement to attend an educational institution must submit to the Sheriff the following for approval:

- A. A letter stating the name of the institution to be attended;
- B. The length and time of the class or course;
- C. The subject matter of the class or course and how it is related to the member's job description; and
- D. The cost of the class or course.

This letter is to be sent to the Sheriff at least thirty (30) days in advance of the beginning date of the class or course. If the Sheriff approves such attendance, a letter of approval shall be provided as soon as possible. Every attempt should be made to obtain outside funding before seeking reimbursement from the office. Only educational courses that directly benefit the member in his or her Office duties will be taken under consideration by the Sheriff. Reimbursement is limited to a maximum of one hundred seventy-five (\$175.00) dollars per quarter hour or two hundred fifty (\$250.00) dollars per semester hour up to a maximum of three thousand (\$3,000.00) per calendar year. Upon completion of the approved course by the member, a letter of verification from the institution shall be necessary to show successful completion of said course. Successful completion shall require a grade of pass (pass/fail courses), 2.00 or higher, or "C" or better.

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

Section 26.2 Educational Leave

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

Education leave will not be granted for courses approved for tuition reimbursement.

Section 26.3 Seminars, CEUs and RCHs

Members requesting to attend seminars or training sessions must submit a Request for Authorization to Travel on County Business form thirty (30) days in advance of the session. The request must be in compliance with Administrative Regulation dealing with

travel. For courses required for an employee to retain a state certificate, and the retention of such certification is required by the employee's classification specifications or position description, the Sheriff shall pay for the cost of course work or seminar if it has been submitted and approved in advance.

Section 26.4 Advance Payment

Upon request of a bargaining unit member, payment or reimbursement in advance of the seminar may be made for some travel expenses in accordance with the Sheriff's Office Travel Policy, by submitting a Request for Authorization to Travel on County Business along with supporting documentation, i.e. paid receipts. After completion of the seminar, other allowable expenses will be reimbursed with appropriate documentation, such as receipts for meals, in accordance with the Sheriff's Office Travel Policy.

ARTICLE 27 HEALTH INSURANCE

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

Section 27.2 Employees will continue to pay 12% of the health insurance premium and the employer will continue to pay 88%.

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

Section 27.4 All employee contributions paid by the employee will be paid for under IRS Chapter 125 on a pre-tax basis, in accordance with the rules set forth by the IRS.

ARTICLE 28 EMPLOYEE ASSISTANCE PROGRAM

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

Section 28.1 Policy Statement

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

The Sheriff and the Union recognize that almost any human problem can be successfully treated provided that it is identified in its early stages and is referred to an appropriate area of professional care. This applies to physical illness, mental or emotional illness, financial, family, marital or employment stress, alcoholism, drug abuse, legal problems or other problematic human concerns.

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

- A. Employees who have problems which they feel may affect their performance will be encouraged to voluntarily seek information concerning the employee service on a confidential basis by contacting the designated Employee Assistance Program (EAP).
- B. Employees will receive careful consideration and an offer of assistance to help resolve such problems in an effective and confidential manner.
- C. Problems causing unsatisfactory job performance will be handled in a forthright manner through established community resources, following administrative procedures. EAP records will be confidential and not a part of any employee record.
- D. In instances where it is necessary, sick leave shall be granted for treatment or rehabilitation on the same basis as is granted for accepted health problems.
- E. Job, future and reputation will not be jeopardized by utilizing this employee service.
- F. Employee participation in this program will be on a voluntary basis.
- G. Participants in this program will be expected to meet job performance standards and established work rules within the framework of the existing Agreement

between the Sheriff and the Union.

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

Section 28.2 Procedures

- A. Employees are encouraged to voluntarily seek assistance through the Employee Assistance Program when they believe a personal problem or problems of a family member poses a threat to their job performance or personal well-being.
- B. When there is a recognized job performance problem or the employee shares with the supervisor or Union representative a personal problem that appears to be serious, the supervisor or Union representative should suggest that the employee contact the Employee Assistance Program. If the employee needs help in making the contact, the supervisor or Union representative should offer to facilitate the process to make access to the program as easy as possible for the employee.
- C. Among other functions supervisory personnel are responsible for assuring that assigned work is produced by those employees for whom they have responsibility. Monitoring and evaluating job performance is an essential part of the objective. Since the personal problems of the employees can hinder that objective, the role of supervision in the Employee Assistance Program is very important.
- D. If the supervisor believes that an employee's personal problems may be contributing to unsatisfactory performance, the following steps shall be taken:
 1. Using the existing record keeping systems, have documented examples of changes in performance, with specific data regarding dates, places and events when possible.
 2. Refrain from diagnosing the nature of personal problems adversely affecting performance and attendance, and refrain from recommending specific solutions other than referral to the Employee Assistance Program for evaluation of the situation. Diagnosis, assessment and referral for specific care are the responsibility of qualified professionals.
 3. When in doubt as to whether the cause of unsatisfactory performance is due to a personal problem, utilize the Employee Assistance Program for assessment and referral.
 4. Have a discussion with the employee to review performance. A recommendation should be made that the employee utilize the Employee Assistance Program and, in the presence of the employee, an appointment should be made.
 5. Be sensitive to the employee's needs while the employee is using the program and participate as needed in the continuing recovery plan.

**ARTICLE 29
NO STRIKE/NO LOCKOUT**

Section 29.1 No Lockout

The Sheriff agrees not to cause, permit, or engage in any lockout of the employees during the term of the Agreement.

Section 29.2 No Strike

The Union agrees that neither it, its agents, representatives, nor any of its members or any employees covered by this Agreement, individually or collectively during the term of this Agreement, shall for any reason, cause, permit or engage in picketing, a sit down, a strike, a boycott, a stand in, a slow down, a work stoppage, curtailment or restriction of production or interference or interruption of work or other interference with the Sheriff's business, including but not limited to a general strike, a sympathy strike, a slow down or other interference or interruption of work of the Sheriff's business or operation.

Section 29.3 Grievance Procedure

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

Section 29.4 Disciplinary Action

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

Section 29.5 Union Activity

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

**ARTICLE 30
CONTRACTING OUT**

Section 30.1 Policy

It is not the intention of the Sheriff to contract out work for unlawful reasons. However,

the Sheriff reserves the right to contract out any work he deems necessary or desirable in his sole discretion to achieve greater efficiency, economy, programmatic benefits or other factors.

Section 30.2 Application

Within five (5) working days of the date the Sheriff asks County Purchasing to seek requests for proposals to contract for a function or service which would cause bargaining unit employees to be laid off, the Sheriff will provide notice to the Union of such action. The Sheriff, or his designee, will meet with the Union prior to contracting out the work to discuss the effects of contracting out the work.

Section 30.3 Notice

Should the Sheriff decide to contract out work performed by employees covered by this Agreement, employees so affected shall be given no less than a thirty (30) day notice of the effective date that their employment is terminated.

ARTICLE 31 NEGOTIATIONS COMMITTEE

Section 31.1 Union Negotiating Team

The employer agrees to allow up to three (3) bargaining unit members, chosen by members of the union to serve as the bargaining unit negotiating team. These members along with a representative from the Fraternal Order of Police, Ohio Labor Council shall serve as the bargaining team during negotiations with the Sheriff. The Bargaining Unit President shall notify the Sheriff in writing of the names and shift assignments of the committee members.

Section 31.2 Release from Duty

All committee members shall be released from duty and be carried as being on special assignment for negotiation sessions scheduled between the Sheriff and the Union. If the negotiation session is less than a full day the committee member is required to work the remainder of the day or submit a request for the use of vacation or compensatory time for the remainder of the day, unless notified otherwise.

ARTICLE 32 BREAK PERIODS

Section 32.1 Scheduling

All full-time bargaining unit members may be allowed one (1) fifteen (15) minute break period for every four (4) hours worked. Such breaks shall not be taken within one (1) hour of the commencement of the employee's work shift, within one (1) hour of the

employee's lunch break, within the hour following the employee's lunch break, nor within the hour preceding the conclusion of the employee's work day. Breaks shall be scheduled by the supervisor and may only be reasonably denied.

Section 32.2 Limitations

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

Section 32.3 Lunch defined

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

ARTICLE 33 WORKERS' COMPENSATION SUPPLEMENT

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

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

To be eligible for this supplemental pay the employee must have a workers' compensation claim that has been certified by the Employer or allowed pursuant to a final administrative order issued by the Ohio Bureau of Workers' Compensation, the Ohio Industrial Commission of Ohio or a court order. Secondly, the employee must complete

the Accident Report Form for Injured Employees (ARFIE) within 48 hours following the injury or first disability date for an occupational disease unless the employee is physically incapable of reporting. The employee shall not receive this supplemental pay for any days if the injured employee refuses to return either to modified duty or transitional duty under any temporary restrictions given by the physician of record and the County states it will accommodate the injured employee under these same temporary restrictions.

ARTICLE 34 DURATION

Section 34.1

This Agreement shall be effective upon ratification by the Union and approval by the Franklin County Commissioners, or by operation of law, whichever date is later, and remain in full force and effect through December 31, 2023. If either party desires to modify or amend this Agreement upon its termination, it shall give written notice of such intent to a representative of the other party no earlier than one hundred and twenty (120) days prior to nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be made pursuant to the rules of the State Employment Relations Board.

APPENDIX A

Anniversary Milestone	Classification	Current Rate	Equity Adjustment	2021 (2.75%)	Tenure 2021 with 3+ years (1.5%)	2022 (2.75%)	2022 with 3+ years (1.5%)	Tenure 2022 with 15+ years (2.0%)	2023 (2.75%)	2023 with 3+ years (1.5%)	Tenure 2023 with 5+ years (1%)	Tenure 2023 with 15+ years (2.0%)
New Hire	Data Security Specialist	\$ 24.69	\$ -	\$ 25.37		\$ 26.07			\$ 26.78			
Obtain 3+ Year Tenure 2021 or before (but less than 15 yrs. during CBA duration)	Data Security Specialist	\$ 24.69	\$ -	\$ 25.37	\$ 25.75	\$ 26.46			\$ 27.19		\$ 27.46	
Obtain 3+ Year Tenure 2022	Data Security Specialist	\$ 24.69	\$ -	\$ 25.37		\$ 26.07	\$ 26.46		\$ 27.19			
Obtain 3+ Year Tenure 2023	Data Security Specialist	\$ 24.69	\$ -	\$ 25.37		\$ 26.07			\$ 26.78	\$ 27.19		
Obtain 15+ Year Tenure 2021, 2022 or before	Data Security Specialist	\$ 24.69	\$ -	\$ 25.37	\$ 25.75	\$ 26.46		\$ 26.99	\$ 27.73		\$ 28.01	
Obtain 15+ Year Tenure 2023	Data Security Specialist	\$ 24.69	\$ -	\$ 25.37	\$ 25.75	\$ 26.46			\$ 27.19		\$ 27.46	\$ 28.01

APPENDIX A

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New Hire	Data Systems Coordinator	\$ 29.25	\$ -	\$ 30.05		\$ 30.88			\$ 31.73			
Obtain 3+ Year Tenure 2021 or before (but less than 15 yrs. during CBA duration)	Data Systems Coordinator	\$ 29.25	\$ -	\$ 30.05	\$ 30.51	\$ 31.34			\$ 32.21		\$ 32.53	
Obtain 3+ Year Tenure 2022	Data Systems Coordinator	\$ 29.25	\$ -	\$ 30.05		\$ 30.88	\$ 31.34		\$ 32.21			
Obtain 3+ Year Tenure 2023	Data Systems Coordinator	\$ 29.25	\$ -	\$ 30.05		\$ 30.88			\$ 31.73	\$ 32.21		
Obtain 15+ Year Tenure 2021, 2022 or before	Data Systems Coordinator	\$ 29.25	\$ -	\$ 30.05	\$ 30.51	\$ 31.34		\$ 31.97	\$ 32.85		\$ 33.18	
Obtain 15+ Year Tenure 2023	Data Systems Coordinator	\$ 29.25	\$ -	\$ 30.05	\$ 30.51	\$ 31.34			\$ 32.21		\$ 32.53	\$ 33.18

APPENDIX A

Anniversary Milestone	Classification	Current Rate	Equity Adjustment	2021 (2.75%)	Tenure 2021 with 3+ years (1.5%)	2022 (2.75%)	2022 with 3+ years (1.5%)	Tenure 2022 with 15+ years (2.0%)	2023 (2.75%)	2023 with 3+ years (1.5%)	Tenure 2023 with 5+ years (1%)	Tenure 2023 with 15+ years (2.0%)
New Hire	Programmer Analyst	\$ 33.49	\$ -	\$ 34.41		\$ 35.36			\$ 36.33			
Obtain 3+ Year Tenure 2021 or before (but less than 15 yrs. during CBA duration)	Programmer Analyst	\$ 33.49	\$ -	\$ 34.41	\$ 34.93	\$ 35.89			\$ 36.87		\$ 37.24	
Obtain 3+ Year Tenure 2022	Programmer Analyst	\$ 33.49	\$ -	\$ 34.41		\$ 35.36	\$ 35.89		\$ 36.87			
Obtain 3+ Year Tenure 2023	Programmer Analyst	\$ 33.49	\$ -	\$ 34.41		\$ 35.36			\$ 36.33	\$ 36.87		
Obtain 15+ Year Tenure 2021, 2022 or before	Programmer Analyst	\$ 33.49	\$ -	\$ 34.41	\$ 34.93	\$ 35.89		\$ 36.61	\$ 37.61		\$ 37.99	
Obtain 15+ Year Tenure 2023	Programmer Analyst	\$ 33.49	\$ -	\$ 34.41	\$ 34.93	\$ 35.89			\$ 36.87		\$ 37.24	\$ 37.99

APPENDIX A

Anniversary Milestone	Classification	Current Rate	Equity Adjustment	2021 (2.75%)	Tenure 2021 with 3+ years (1.5%)	2022 (2.75%)	2022 with 3+ years (1.5%)	Tenure 2022 with 15+ years (2.0%)	2023 (2.75%)	2023 with 3+ years (1.5%)	Tenure 2023 with 5+ years (1%)	Tenure 2023 with 15+ years (2.0%)
New Hire	Correctional Program Specialist	\$ 22.40	\$ 0.25	\$ 23.27		\$ 23.91			\$ 24.57			
Obtain 3+ Year Tenure 2021 or before (but less than 15 yrs. during CBA duration)	Correctional Program Specialist	\$ 22.40	\$ 0.25	\$ 23.27	\$ 23.62	\$ 24.27			\$ 24.94		\$ 25.19	
Obtain 3+ Year Tenure 2022	Correctional Program Specialist	\$ 22.40	\$ 0.25	\$ 23.27		\$ 23.91	\$ 24.27		\$ 24.94			
Obtain 3+ Year Tenure 2023	Correctional Program Specialist	\$ 22.40	\$ 0.25	\$ 23.27		\$ 23.91			\$ 24.57	\$ 24.94		
Obtain 15+ Year Tenure 2021, 2022 or before	Correctional Program Specialist	\$ 22.40	\$ 0.25	\$ 23.27	\$ 23.62	\$ 24.27		\$ 24.76	\$ 25.44		\$ 25.69	
Obtain 15+ Year Tenure 2023	Correctional Program Specialist	\$ 22.40	\$ 0.25	\$ 23.27	\$ 23.62	\$ 24.27			\$ 24.94		\$ 25.19	\$ 25.69

APPENDIX A

Anniversary Milestone	Classification	Current Rate	Equity Adjustment	2021 (2.75%)	Tenure 2021 with 3+ years (1.5%)	2022 (2.75%)	2022 with 3+ years (1.5%)	Tenure 2022 with 15+ years (2.0%)	2023 (2.75%)	2023 with 3+ years (1.5%)	Tenure 2023 with 5+ years (1%)	Tenure 2023 with 15+ years (2.0%)
New Hire	Correctional Mental Health Coordinator	\$ 30.20	\$ 0.25	\$ 31.29		\$ 32.15			\$ 33.03			
Obtain 3+ Year Tenure 2021 or before (but less than 15 yrs. during CBA duration)	Correctional Mental Health Coordinator	\$ 30.20	\$ 0.25	\$ 31.29	\$ 31.76	\$ 32.63			\$ 33.53		\$ 33.86	
Obtain 3+ Year Tenure 2022	Correctional Mental Health Coordinator	\$ 30.20	\$ 0.25	\$ 31.29		\$ 32.15	\$ 32.63		\$ 33.53			
Obtain 3+ Year Tenure 2023	Correctional Mental Health Coordinator	\$ 30.20	\$ 0.25	\$ 31.29		\$ 32.15			\$ 33.03	\$ 33.53		
Obtain 15+ Year Tenure 2021, 2022 or before	Correctional Mental Health Coordinator	\$ 30.20	\$ 0.25	\$ 31.29	\$ 31.76	\$ 32.63		\$ 33.28	\$ 34.20		\$ 34.54	
Obtain 15+ Year Tenure 2023	Correctional Mental Health Coordinator	\$ 30.20	\$ 0.25	\$ 31.29	\$ 31.76	\$ 32.63			\$ 33.53		\$ 33.86	\$ 34.54


APPENDIX A

Anniversary Milestone	Classification	Current Rate	Equity Adjustment	2021 (2.75%)	Tenure 2021 with 3+ years (1.5%)	2022 (2.75%)	2022 with 3+ years (1.5%)	Tenure 2022 with 15+ years (2.0%)	2023 (2.75%)	2023 with 3+ years (1.5%)	Tenure 2023 with 5+ years (1%)	Tenure 2023 with 15+ years (2.0%)
New Hire	Chaplain	\$ 24.16	\$ -	\$ 24.82		\$ 25.51			\$ 26.21			
Obtain 3+ Year Tenure 2021 or before (but less than 15 yrs. during CBA duration)	Chaplain	\$ 24.16	\$ -	\$ 24.82	\$ 25.20	\$ 25.89			\$ 26.60		\$ 26.87	
Obtain 3+ Year Tenure 2022	Chaplain	\$ 24.16	\$ -	\$ 24.82		\$ 25.51	\$ 25.89		\$ 26.60			
Obtain 3+ Year Tenure 2023	Chaplain	\$ 24.16	\$ -	\$ 24.82		\$ 25.51			\$ 26.21	\$ 26.60		
Obtain 15+ Year Tenure 2021, 2022 or before	Chaplain	\$ 24.16	\$ -	\$ 24.82	\$ 25.20	\$ 25.89		\$ 26.41	\$ 27.13		\$ 27.41	
Obtain 15+ Year Tenure 2023	Chaplain	\$ 24.16	\$ -	\$ 24.82	\$ 25.20	\$ 25.89			\$ 26.60		\$ 26.87	\$ 27.41

SIGNATURE PAGE


FOR FRANKLIN COUNTY
SHERIFF'S OFFICE

FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL


Sheriff Dallas L. Baldwin
Franklin County Sheriff

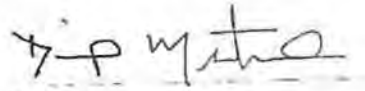
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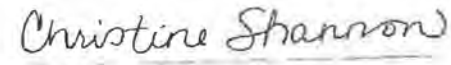
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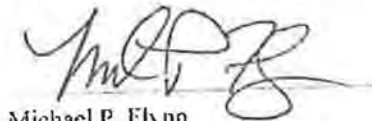

Andrea H. Johan
Senior Staff Representative

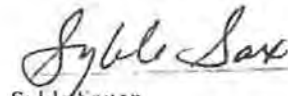
1-21-21


Date


David Masterson
Director, Administrative Services
Chief Negotiator


Christine Shannon
Bargaining Team Member

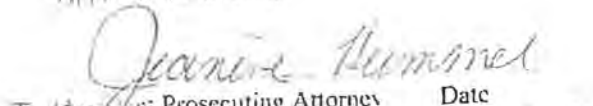

Michael P. Flynn
Chief Deputy, Security Operations


Syble Saxon
Bargaining Team Member


Olivia Friend
Bargaining Team Member


Tanya Moses
Bargaining Team Member

Approved as to form:


Jeannine Hummel
Prosecuting Attorney
Franklin County

Date

1-22-21