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COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE FRANKLIN COUNTY SHERIFF'S OFFICE



AND
THE FRATERNAL ORDER OF POLICE,
CAPITAL CITY LODGE #9



JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

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ARTICLE 1. AGREEMENT

Section 1.1 Agreement

This Agreement is made and entered into by and between the Franklin County Sheriff's Office (hereinafter referred to as the Employer), and the Fraternal Order of Police, Capital City Lodge No. 9 (hereinafter referred to as the Lodge).

Section 1.2 Purpose Clause

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

Section 1.3 Legal References

- A. 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 Employer, bargaining unit members and the Lodge are subject to all applicable 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action, unemployment compensation, workers' compensation, and retirement of the bargaining unit members are not superseded by this Agreement.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, the establishment of eligible lists from examinations and the original appointments from the eligible lists are not subjects of bargaining under this Agreement, except as provided in Article 10.
- B. 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 subject to the statutory dispute resolution procedure provided for in Section 4117.14 of the Ohio Revised Code.

Section 1.4 Sanctity of Agreement

All current matters within the scope of bargaining have been negotiated and agreed upon; nothing herein alters any of the parties' obligations under the Ohio Revised Code to meet, confer and/or bargain regarding future matters affecting wages, hours and/or terms and conditions of employment that may arise during the term of this Agreement. Notwithstanding Section 1.5, Past Practice, the terms and conditions set forth in this Agreement and the Appendix attached hereto represent the full and complete understanding of the parties.

Unless otherwise specifically provided in this Agreement, no changes in this Agreement shall be negotiated or effected during the duration of this Agreement unless there is a written accord in the form of a Memorandum of Understanding or a Side Letter by and between the parties hereto. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the Lodge and the Sheriff or the Sheriff's designee.

- A. All changes to this Agreement pursuant to a Memorandum of Understanding or Side Letters shall automatically become part of this Agreement and will continue in force and effect and shall be included by the parties in any such appropriate article(s) in any successor agreement or incorporated by the parties by reference as an appendix to any successor agreement, unless the parties mutually agree to modify or remove the Memorandum of Understanding or Side Letters during negotiations.
- B. Unless incorporated by reference or 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. Nothing herein prevents a party from offering such prior Memoranda of Understanding and/or Side Letters for evidentiary purposes.
- C. Notwithstanding paragraph B, all settlement agreements and last chance agreements pertaining to discipline remain in full force and effect pursuant to the terms of those agreements.

Section 1.5 Past Practice

Any past practice, other than the use of a vehicle, that has been continuous, known and sanctioned by the Employer, but not contained in this Agreement, shall not be altered until and unless good faith negotiations, subject to the statutory dispute resolution procedure, between the Employer and the Lodge take place, whether or not agreement on the status of the alleged past practice is reached between the Employer and the Lodge. Any dispute regarding an alleged past practice not contained in this Agreement is not subject to the Grievance Procedure contained in this Agreement, except for failure to have good faith negotiations as contained in this Section.

Section 1.6 Probationary Employees

This Agreement does not negate or limit the provisions of Section 124.27 of the Ohio Revised Code as to probationary employees during their initial probationary period. With respect to the probationary period for members who are promoted to the rank of Lieutenant, the probationary period shall be six (6) months.

ARTICLE 2. RECOGNITION

Section 2.1 Recognition

The Employer recognizes the Lodge as the sole and exclusive representative for all employees included within the bargaining units described in Section 2 of this Article in any and all matters relating to wages, hours and other terms and conditions of employment, and the continuation, modification, or deletion of any existing provisions of any agreement between the parties, and the resolution of questions arising under this Agreement.

Section 2.2 Bargaining Unit

Pursuant to Section 4117.06 of the Ohio Revised Code, there are established two bargaining units within this Agreement. The first bargaining unit consists of all full-time sworn uniformed deputies of the Sheriff's Office who are below the rank of corporal. The second bargaining unit consists of all full-time sworn uniformed deputies of the Sheriff's Office who are of the rank of Corporal and above, except for the position of Sheriff, Chief Deputy, Colonel, and Major. Excluded from inclusion in either bargaining unit are all non-uniformed employees of the Sheriff's Office, which includes fiduciary appointments made by the Sheriff, and directly responsible to him pursuant to Section 124.11(A) (9) of the Ohio Revised Code, and any confidential employees as defined by Section 4117.01(J) of the Ohio Revised Code. Reference throughout this Agreement to bargaining unit members shall mean employees within both bargaining units, unless specified otherwise.

ARTICLE 3. LODGE SECURITY

Section 3.1 Dues Deduction

- A. Pursuant to Section 4117.09(B) of the Ohio Revised Code, the Employer agrees to deduct Lodge membership dues in the amount certified by the Lodge to the Employer, the first pay period of each month from the pay of any Lodge member requesting the same in writing. The Employer also agrees to deduct Lodge initiation fees and assessments, in the amount certified by the Lodge to the Employer, the first pay period of each month, in which such fees and assessments are due, from the pay of any appropriate Lodge member.
- B. All members shall sign a payroll deduction form which shall be furnished by the Lodge and presented to the appropriate payroll clerk. The Employer agrees to furnish the Financial Secretary of the Lodge, 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.
- C. The Employer shall provide the Lodge with additional payroll deductions for the purpose of the Lodge providing additional member benefits. No payroll deductions shall be made for these benefits without prior written approval of the member.
- D. The Employer's obligation to make deductions shall terminate automatically upon a termination of employment or transfer of a member to a job classification outside any Lodge bargaining unit of the Sheriff's Office.
- E. The Lodge hereby agrees it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from the deductions made by the Employer in reliance upon the provisions of this Section.

Section 3.2 Fair Share

As a consequence of the decision in *Janus v. AFSCME, Council 31, et al.* (decided June 27, 2018), the Employer and the Lodge have agreed to remove prior provisions pertaining to the payment of fair share fees by non-members; and, the Employer and Lodge agree that fair share fees may no longer be deducted from non-members' pay. The Employer and the Lodge agree further that, in the event there are changes in the law that permit the collection of fees or other financial support from non-members of the Lodge through payroll deduction, the Lodge and the

Employer shall enter into good faith negotiations to address and permit the collection of such fees and/or financial support through payroll deduction.

Section 3.3 Bulletin Boards

The Lodge shall be permitted to construct, install and maintain a Lodge bulletin board in each Bureau and/or Facility in a mutually agreed upon location. Lodge bulletins and Lodge material only will be permitted to be posted on this board.

Section 3.4 Ballot Boxes

The Lodge shall be permitted, upon prior notification to the Sheriff, to place ballot boxes in any Bureau and/or Facility for the purpose of collecting members' ballots on all Lodge issues subject to ballot. Such ballot boxes shall be the property of the Lodge and neither the ballot boxes nor their contents shall be subject to the Employer's review. Further, the Lodge agrees to guard the ballot boxes and is solely responsible for their security. The Lodge will announce via email the exact locations of the ballot boxes before voting begins.

Section 3.5 Bargaining Unit Meetings

- A. Upon prior approval of the Sheriff, the Lodge shall be permitted to hold meetings for all bargaining unit members at a location obtained by the Employer, providing such location can be obtained at no cost. Prior approval by the Sheriff shall not be unreasonably denied. The lodge shall provide at least seventy-two (72) hours written notice prior to the time of the meeting, except in an emergency situation. Such notice shall contain a request for a suitable location, and the time and date of said meeting.
- B. The Employer agrees to hold the requested approved location open for use by the Lodge on the date and at the time specified in the Lodge's notification to the Sheriff. However, if it is not practicable for the Employer to provide the requested approved location to the Lodge, the Employer will so notify the Lodge. If an alternate meeting location is available, it shall be provided.

Section 3.6 Use of Intra-Office Email

The Lodge shall be permitted to use the County email system for the purpose of providing information pertaining to Lodge business or bargaining unit representation to bargaining unit members. The Lodge agrees that the use of the County email system will be reasonable and limited to providing information that is necessary for the normal conduct of Lodge business or bargaining unit representation. All emails sent using the County email system by the Lodge shall be the property of the bargaining unit members to whom it is addressed, and such email shall not be subject to the Employer's review. The Lodge acknowledges and agrees that Lodge emails on the County email system may be subject to disclosure and/or release in accordance with the provisions of the Ohio public records laws, including but not limited to R.C. Section 149.43.

Section 3.7 Lodge Business

Representatives of the Lodge shall, with prior notice to the Sheriff, be permitted to transact official Lodge business at employer work sites at all reasonable times, provided that this shall

not interfere with nor interrupt normal Employer operations. A member shall not be required to advise a supervisor of the reason for contacting a representative, but if on duty must request approval of their supervisor to contact the representative. Such approval shall not be unreasonably denied.

Section 3.8 Sheriff's Office Roster

The Employer shall provide the Lodge, upon request, the seniority list, the continuous service list and/or the Sheriff's Office roster and any lists on file which discloses the following information: Full name, Home address, Date of Hire, Rank and date awarded an assignment/shift. It is understood that the Lodge shall not make such requests any more frequently than at thirty (30) day intervals. The Lodge shall only use the above information for Lodge purposes.

Section 3.9 Grievance Liaison Representatives

A. The Lodge shall designate not more than twenty-four (24) Grievance Liaison Representatives, who shall be bargaining unit members. The Lodge shall select such representatives taking into consideration the following bargaining unit coverage:

- a. Grievance Liaison Chairman
- b. Assistant Grievance Liaison Chairman
- c. One Deputy from each shift at FCCC I
- d. One Deputy from each shift at FCCC II
- e. One Deputy from each shift at the patrol bureau
- f. One Deputy from the detective bureau
- g. Two Deputies from court services
- h. One Deputy from SWAT
- i. One Deputy from the civil division
- j. One Deputy from the support services division
- k. One bargaining unit member at large
- l. One Sergeant
- m. One Lieutenant
- n. One bargaining unit member from the Training Academy
- o. One Deputy from each shift at FCCC III

Upon closure of any FCCC facility, the total number of representatives indicated above shall be reduced accordingly. The Lodge shall notify the Sheriff, in writing, of the names of Grievance Liaison/Representatives within thirty (30) days of their appointment.

B. Grievance Liaison Representatives. All grievance representatives shall be allowed to attend one grievance committee meeting biannually (every six (6) months). Each Grievance Liaison/ Representative shall be placed on special assignment for reasonable time necessary to attend each biannual grievance committee meeting, but for not more than eight (8) hours. The Grievance Chairman shall notify the Sheriff and the Chief

Deputies of the date and times of any biannual meeting at least fourteen (14) days prior to the meeting date.

Section 3.10 Grievance Liaison Chairman and Assistant Chairman

- A. The parties recognize that the positions of Lodge Grievance Liaison Chairman and Assistant Grievance Chairman are established, both to aid the maintenance of this Agreement and to promote harmonious labor relations. Towards this end, the Grievance Liaison Chairman, and a named Assistant, shall perform the following authorized functions:
 - 1. Serve as an at-large grievance coordinator with responsibility for general supervision and coordination of the grievance process and of grievance representatives;
 - 2. Represent the Lodge in investigating and in processing grievances or in other matters which impact upon this agreement or the Lodge's role as exclusive representative;
 - 3. Replace a grievance representative who is absent or unavailable;
 - 4. Maintain the integrity and timeliness of the grievance procedure by such activities as providing advice and counsel to grievants and/or grievance representatives;
 - 5. Attend, as necessary, joint meetings of the parties relating to employment relations matters and/or grievances.
 - 6. Act as Liaison between the Lodge and the Employer relative to employment relations matters and/or grievances.
- B. The Grievance Liaison Chairman and the Assistant Grievance Chairman, shall be released from their regular assignment and placed on special assignment to participate in the aforementioned duties on a full time basis except as noted herein. The Chairman and Assistant Chairman shall not be permitted to accrue overtime as a result of their release time to the Lodge. They shall retain their regular assignments. In the event their assignments are in a division other than Corrections, the vacancy created will be transferred to Corrections in order that the vacancy does not create a hardship on the smaller division. When the Chairman or Assistant Chairman concludes their service, their position will be returned to the division of their original assignment for the outgoing Chairman or Assistant Chairman to fill. Notwithstanding any of the foregoing, any work duties or required training performed by the Grievance Chairman or Assistant Grievance Chairman shall be made through their original assignment.
- C. The FCSO shall provide an FTE for the full-time release of the Grievance Liaison Chairman. Each January, every member shall donate 1.75 hours of vacation time to fund an Assistant Grievance Chair time bank. The Sheriff shall continue to allocate 832 hours per year to the Assistant Grievance Chair time bank. Members who do not have an accumulated vacation leave balance of 1.75 hours in January shall donate the hours upon accumulation. Members may also voluntarily donate accrued leave hours to the bank. These hours shall be used to fund release time, for the performance of the duties of Assistant Grievance Chair. Based upon the amount of hours being utilized by the

Assistant Chairman, he may be required to work sixteen (16) hours per month, to be scheduled through his immediate supervision in the division of his regular assignment.

Section 3.11 Negotiations Committee

- A. The Employer agrees to allow not more than eight (8) bargaining unit members, selected by the Lodge, plus the Lodge President or his designee, and the Lodge attorney, to serve on the Lodges' negotiation committee singly representing both the non-supervisory and the supervisory bargaining units. Unless otherwise determined by the Lodge President, the Lodge's negotiation committee shall be comprised of four (4) members from each of the bargaining units. The Lodge shall notify the Employer of the names and normal shift schedules of the bargaining unit members selected for the negotiation committee prior to the first scheduled negotiation date.
- B. Negotiation Committee members will be allowed time off, not to exceed an aggregate of one hundred ninety-two (192) hours per member, from their regular assigned duties on special assignment to prepare for negotiations. This time off may not be utilized until six (6) months before the expiration date of the Agreement.
- C. Provisions shall be made by the Employer so that the Lodge Negotiations Committee members, who would otherwise be on duty during any shift that day, shall be carried on special assignment for eight (8) hours on each day that such members participate in a negotiation session, either at the table or in caucus. However, if the lodge ceases negotiations without the consent of the employer, members shall be required to return to their regular work assignment within two (2) hours.

Section 3.12 Delegates

Duly elected or selected delegates or alternates to the State or National Conventions of the Fraternal Order of Police who are in bargaining units may be allowed reasonable time off duty to attend such functions. To the extent any such time is during such delegates' scheduled working hours, they shall be marked on special assignment for such attendance. Any Local, State or National Officer of the Fraternal Order of Police in one of the bargaining units shall also, upon prior approval by the Sheriff, be allowed reasonable time to attend any scheduled meetings of committees to which he is assigned, or conventions, and he shall be marked on special assignment for such attendance to the extent any such functions conflict with his scheduled duty hours. Each delegate shall submit an IOC to the Sheriff listing the meetings/workshops attended upon return to work, and signed by the highest Lodge official from the bargaining unit in attendance.

Section 3.13 Lodge Official

Members of the bargaining unit elected or appointed to a state or national position with the Lodge, or to a position with the Lodge, or to a position on the executive board of the Lodge shall be certified, in writing, to the Employer within thirty (30) days of the election or appointment. Any bargaining unit member elected or appointed to a State or National position with the Lodge, or to a position on the Executive Board of the Lodge shall be permitted sufficient time released from his normal duties and placed on special assignment, upon prior

notification to his supervisor, to perform the duties of the aforementioned Lodge positions and to attend Lodge general membership meetings and Lodge Executive Board meetings.

Section 3.14 Contracting Out

All work which is now, and any future work which may be performed by members of the bargaining units shall be performed only by members of the bargaining units in accordance with the provisions of this Agreement. No such work shall be contracted or subcontracted with the exception of the following positions and/or job duties:

1. Communications Center Supervision.

- a. As a condition of the civilian communications center supervisory positions, the parties agree that the Sheriff will maintain seven (7) bargaining unit patrol supervisor positions of the rank of sergeant or above with the same shift and consecutive days off as the bargaining unit communications center supervisory assignments that were originally vacated in favor of the civilian positions described herein. These patrol supervisory assignments shall be posted and filled in accordance with the posting and bidding process established in Article 9. Should the Sheriff fail to maintain the seven (7) bargaining unit patrol supervisor positions described in this sub-section, the work shall immediately revert to being performed solely by members of the FOP supervisory bargaining unit. As of February 11, 2022, the Communications Center Supervision is completely civilianized and no FOP related jobs are retained.

2. Corrections.

- a. Duties: visitation, money operations, laundry, recreation, answering telephones, data entry, filing, bookkeeping, typing, logging information, copying, sorting and distributing mail, and other clerical duties in intake/booking, updating/classification, and releasing.
- b. Positions: In FCCC I — Control Center, Slating, Releasing, Classification, Laundry, Visitation. In FCCC II — North Control Center, South Control Center, North Slating, Releasing, Classification, North Laundry, South Laundry, North Visitation, South Visitation.
- c. To ensure for the safety and security of the Correctional facilities, at least one sworn FOP bargaining unit member shall always be assigned to each Control Center, and at least one sworn FOP bargaining unit member shall be present in Releasing during the actual release of any inmate(s). No other duties or posts/positions are or will be affected by the FOP's waiver of Article 3, Section 14.
- d. The assignment of duties to civilian employees permitted by this sub-section will result in additional funded FTEs to the Sheriff's Office. The reassignment of said duties, responsibilities and work shall not result in a reduction of the FOP bargaining unit.

3. Security Operations Facility Security Specialist, Facility Security Officers, Control Room Technicians, Security Supervisors.

- a. To the extent that the aforesaid Court Security personnel perform duties that may be considered work which may be performed by members of the FOP bargaining units, the FOP will waive the provisions of Article 3, Section 14 of the CBA, solely for the purpose of permitting such Court Security personnel to continue to perform duties of the same limited nature for the FCSO that they have performed as employees of the County (e.g., staffing security screening equipment and conducting security screening at fixed locations at the entrances to Franklin County Courthouses). This waiver by the FOP does not permit the FCSO to expand the duties of the Court Security personnel beyond those that they presently perform as employees of the County; and, should it be necessary to expand any Court Security personnel duties to include work which may be performed by FOP bargaining unit members, such expanded duties and/or work will be assigned to only FOP bargaining unit members: It is further agreed that the Court Security personnel are specifically excluded from the FOP bargaining units that are defined under Article 2, Section 2 of the CBA.

4. Human Resources EEO position.

5. Property Room supervisor.

6. Patrol Auxiliary Deputies as provided in Memorandum of Understanding dated February 29, 2012 in the Appendix hereto.

Section 3.15 Legislation

If, during the term of this Agreement, legislation is passed by either congress or the general assembly which would remove from the jurisdiction of the Sheriff any work performed by members of the bargaining units, the parties shall meet to negotiate the effect of such legislation on bargaining unit members. Such negotiations shall be subject to the statutory dispute resolution provisions of Section 4117.14 of the Revised Code.

Section 3.16 Release Time Documentation

Each bargaining unit member who is authorized release time under this Article, including, the Grievance Chairman, Assistant Grievance Chairman, Lodge Committee members, and Lodge official, shall be required to submit leave requests for absences from their regular duties. Members absent for a period of time that includes a full pay period shall provide a time sheet to the Employer for each pay period, signed and dated, which verifies the total hours the member worked per week performing union duties.

ARTICLE 4. NONDISCRIMINATION

Section 4.1 Joint Pledge

The Employer and the Lodge shall not unlawfully discriminate against any member of the bargaining unit on the basis of the member's age, race, color, sex, religion, ancestry, marital status, national origin, political affiliation, military status, disability, sexual orientation or gender identity.

Section 4.2 Lodge Pledge

The Lodge, within the terms of its Constitution and By-Laws, agrees not to interfere with the desire of any member of the bargaining unit to become and remain a member of the Lodge. The Lodge 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 Employer Pledge

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

Section 4.4 Reference to Gender

Any reference to the male gender in this Agreement shall be equally applicable to females.

ARTICLE 5. GRIEVANCE PROCEDURE

Section 5.1 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 5.2 Qualifications

A grievance can be initiated by the Lodge (Lodge grievance) or an aggrieved bargaining unit member (member grievance). Where a group of bargaining unit members desire (2 or more) to file a grievance involving a situation affecting each bargaining unit member in the same manner, the Lodge or the Grievance Chairman shall file a grievance (class action grievance) on behalf of all those affected. It is further agreed that any grievance not presented in writing at the appropriate commencement Step within twenty-one (21) days from the date that the member or group of members or the Lodge first learned of grounds for the grievance shall be barred from further processing.

Section 5.3 Jurisdiction

Nothing in this Grievance Procedure shall deny bargaining unit members any rights available at law to achieve redress of their legal rights, however, once the grieving party elects as his remedy the State Personnel Board of Review the State Employment Relations Board or other legal action, (and the selected body takes jurisdiction), he is thereafter denied the remedy of the Grievance Procedure provided herein.

Section 5.4 Grievance Procedure

The following steps are the implementation steps and procedures for handling grievances. A Lodge or class action grievance which affects more than one bureau shall bypass Step Two.

- A. Step One - Preliminary Step
1. A member or group of members believing to have a grievance shall first contact his/their grievance representative or the Grievance Chairman and explain the grounds for which he/they claim to have a grievance. Before a grievance is placed in writing, it shall be screened by the grievance chairman or the appropriate alternate. After screening the grievance the Grievance Chairman or the appropriate alternate shall cause the grievance to be written. All grievances shall be submitted in writing on the prescribed grievance form agreed upon by the parties and shall state, at a minimum, the facts giving rise to the grievance, the section(s) of the agreement that is/are believed to have been violated, the date the grievance is presented, and the specific relief requested by the grievant in order to resolve the grievance. In order for a grievance to receive consideration under this procedure, the grievance must be submitted by email to FCSOGrievance@franklincountyohio.gov. Human Resources shall forward the grievance to the appropriate Chief Deputy. In addition, the grievant or his representative may attach to the grievance copies of all correspondence or documentation that supports the grievant's position.
- B. Step Two - Division Commander
1. A member grievance, or Lodge and/or class action grievances affecting only one bureau shall be submitted in writing by email to FCSOGrievance@franklincountyohio.gov within the twenty-one (21) day time limit specified in section 5.2. The grievance form and email shall be date-stamped, accurately showing the date the division commander's office received the form.
 2. Within ten (10) days of his receipt of the grievance form, the Division Commander shall schedule and conduct a meeting to discuss the grievance with the designated Grievance Representative and the grievant(s).
 3. At the conclusion of this oral discussion, and within twenty (20) days of the meeting in this Step, the Division Commander shall affix his written response to the Grievance form, date and sign his response, and return one copy of it to the designated grievance representative. If the grievance is not referred to Step Three of the Procedure within ten (10) days after the designated grievance representative's receipt of the decision rendered in this Step, the grievance shall be considered to be satisfactorily resolved.
 4. In the event a grievance is filed from within the division of the Sheriff's Step 3 designee, the grievance shall be heard by the Major of that division.
- C. Step Three - Sheriff
1. Should the grieving party not be satisfied with the answer in Step Two, within ten (10) days thereafter, the grievance may be appealed to this Step Three by delivering or having delivered a copy of the grievance form, containing the written responses at the prior Steps and any other pertinent documents, available at that time, to the Sheriff's Office. The Sheriff's Office shall date-stamp the form, accurately showing the date the Sheriff's Office received the form.

- 1.1 Lodge and/or class action grievances affecting more than one bureau shall be submitted in writing by email to FCSOgrievance@franklincountyohio.gov within the twenty-one (21) day time limit specified in section 5.2. The grievance form and email shall be date-stamped, accurately showing the date the Sheriff's Office received the form.
 2. Within ten (10) days of his receipt of the Grievance Form, the Sheriff or his designee (must be of the rank of Chief Deputy reporting directly to the Sheriff) shall schedule and conduct a meeting to discuss the grievance with the Grievance Chairman, the designated grievance representative and the grievant (if a member grievance).
 3. Within twenty (20) days of the meeting in this Step, the Sheriff's designee shall submit to the Sheriff a written response for his review.
 4. Within ten (10) days of receiving the designee's written response, the Sheriff shall submit to the Grievance Chairman and if a member grievance, the grievant, a written response. The Sheriff shall date and sign his response.
- D. Step Four - Arbitration
1. If the parties are unable to satisfactorily resolve the grievance at Step Three of the Grievance Procedure, it may be appealed to arbitration. Such appeal must be presented to the Sheriff's Office by the Lodge President or his designee in writing within fourteen (14) days from receipt of the Sheriff's final response to the grievance at Step Three of the Grievance Procedure. Should the parties, within fourteen (14) days from the appeal, be unable to agree upon a mutually selected arbitrator, then the Federal Mediation Conciliation Service (FMCS) shall be requested to submit a panel of seven (7) qualified arbitrators from which one shall be selected. Failing to mutually agree upon an arbitrator from this panel within fourteen (14) days, the parties shall strike names alternately with the parties' right to strike the first name to be determined by a flip of a coin. All decisions reached by the arbitrator shall be final and binding on both parties.
 2. Authority of Arbitrator The arbitrator shall afford both parties the opportunity to be heard, to present and examine witnesses, to offer documentary and other evidence and, if requested by either party, to submit post-hearing briefs. 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 Agreement, or any supplements or appendices thereto. If the arbitrator sustains a grievance, he must refer in his award to the provision or provisions of the Agreement which are violated. It is further agreed that no grievance shall be arbitrated together with any other grievance, except by mutual consent of the parties. The question of substantive or procedural arbitrability of a grievance shall be properly before an arbitrator and shall be raised by either party at the beginning of the arbitration hearing.

3. Arbitration Costs The costs of any proof produced at the direction of the arbitrator, the fees of the arbitrator and the rent, if any, for the hearing room shall be split equally by the parties.

Upon the parties' selection of an arbitrator, under Section (D) (1), above, the parties shall notify the arbitrator in writing of his selection.

If a grievance is settled prior to a scheduled arbitration hearing the parties shall be equally responsible for the cancellation fees, if any, of the arbitrator.

The expense of any non-employee witnesses shall be borne, if at all, by the party calling them. Additionally, the expenses of any employee of the Employer who is not on scheduled duty shall be borne, if at all, by the party calling them. The fees of a court reporter shall be paid by the party asking for one; however, such fee shall be split equally if both parties desire a reporter or request a copy of the transcript.

An employee requested to appear at the arbitration hearing by either party and whose presence is necessary shall attend without necessity of a subpoena, although either party may, if it so chooses, request that a subpoena for the employee be issued by the arbitrator.

The Employer shall compensate an employee who is on duty and scheduled to work at the time of the arbitration hearing and whose attendance is necessary and requested by either the Lodge or the Employer at the employee's applicable rate of pay, solely for the period of time it is necessary for him to attend and testify at the hearing.

Where practicable, an employee witness shall be placed on call for purposes of his attendance so that the Employer does not necessarily incur increased costs. It is agreed that any request for attendance shall be made in good faith and that the calling of an employee witness shall not unduly interfere with the operation of the Sheriff's Office.

4. Arbitrator's Finding All decisions reached by the arbitrator shall be final and binding. The arbitrator's decision and award will be in writing and will specifically state both the rationale for the decision as well as the finding and holding. Said decision shall be mailed to the Lodge President and the Sheriff, or their designee, within thirty (30) days from the date the record is closed. It is understood that the record is not closed until the parties have submitted post-hearing briefs, where such a request is made. The arbitrator's award and the arbitration proceedings identified in this Article are subject to the relevant provisions of Chapter 2711 of the Ohio Revised Code.

Section 5.5 Grievance Representatives

A Grievance Representative shall be allowed time off from regular duties with pay to investigate, comprise and process any grievance, for attendance at scheduled meetings under the Grievance Procedure and for attendance at internal investigation interviews and hearings. Should a grievance representative attend a meeting under the grievance procedure, an internal investigation interview or a hearing at times other than during the grievance representative's scheduled shift and/or work days, then the grievance representative may adjust his schedule to take time off from his next assigned shift or accrue compensatory time in an amount equal to the time in attendance at such meeting, interview or hearing. The minimum time of adjustment or accrual shall be at least one (1) hour. For grievance meetings, the grievant may adjust his schedule to take time off from his next assigned shift or accrue compensatory time in an amount equal to the time in attendance at such meeting. If said meetings are held outside of the member's duty hours, the adjusted or accrued time shall be for at least one (1) hour.

Compensatory time accrued pursuant to this section shall not be subject to the annual payout of compensatory time (i.e. shall not be cashed out on an annual basis) as provided in Section 21.7 of the Collective Bargaining Agreement.

Section 5.6 Time Limits

It is the Employer's and the Lodge's intention that all time limits in the above Grievance Procedure shall be met. To the end of encouraging thoughtful responses at each Step the grievant and the Employer designated representative may mutually agree, at any Step, to short time extensions for the Employer or grieving party's answer, but any such agreement must be in writing and signed by both parties or confirmed via email. Similarly, any Step in the Grievance Procedure may be skipped on any grievance by mutual consent. In the absence of such mutual extensions, the grievant may, at any Step where a response is not forthcoming within the specified time limits, presume the grievance to have been granted by the Employer in full, and the Employer shall immediately implement the requested remedy.

Section 5.7 Representatives in Meetings

In each Step of the Grievance Procedure outlined in Section 5.4, certain specific representatives are given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible Step of the Grievance Procedure, it may be beneficial that other representatives, not specifically designated, be in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the Grievance Procedure, but only upon advance mutual agreement among the parties specifically designated to attend that such additional representative(s) has input which may be beneficial in attempting to bring resolution to the grievance.

Section 5.8 Grievance Form

The Employer and the Lodge shall jointly develop a Grievance Form. Such forms will be supplied by the Lodge. Copies of the completed form, including the action taken, will be distributed as provided in Section 4.

Section 5.9 Nondiscrimination

No member or official of the Lodge shall be removed, disciplined, harassed or discriminated against because he has filed or pursued a grievance under this procedure.

ARTICLE 6. INTERNAL AFFAIRS AND EEO INVESTIGATIONS

Section 6.1

Whenever a bargaining unit member is contacted by an Internal Affairs investigator, an Equal Employment Opportunity Officer (EEO) or a Supervisor, who has been requested to contact the member, concerning any Internal Affairs or EEO investigation, that member shall be provided in writing, on a form developed by the Employer, with the nature of the complaint, the date such investigation was approved by the Sheriff or the Sheriff's designee, and shall be given an opportunity, within a reasonable time period of not less than seventy-two (72) hours, to contact a Lodge Officer for the purpose of obtaining a Lodge representative, or an attorney prior to being interviewed. If requested by the bargaining unit member, the Lodge 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(s) and the Internal Affairs or the EEO investigator may waive the seventy-two (72) hour time limit.

Section 6.2

Prior to any questioning, the bargaining unit 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. If requested, the Employer shall provide any documents required under O.R.C. Section 149.43 to the member and/or the Lodge representative or attorney prior to the interview.

Section 6.3

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

Section 6.4

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

Section 6.5

Any interrogation, questioning or interviewing of a bargaining unit member will be conducted during his working hours. Interrogation sessions shall be for reasonable periods of time, and time shall be allowed during such questioning for attendance to physical necessities. The Interview of a bargaining unit member may be attended and conducted by no more than two (2) internal affairs investigators, unless a greater number is necessary for purposes of training, in which case, the Lodge Grievance Chairperson will be notified twenty-four (24) hours in advance of the anticipated interview in which more than two (2) investigators will be present.

Section 6.6

Any interrogation and/or interview, including polygraph examinations, of bargaining unit members shall be tape recorded by the Employer and/or the bargaining unit member at the request of either party. The bargaining unit member and/or his attorney 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, subsequent to that interview. If a transcript of the tape is made by the Employer, the bargaining unit member will be provided a copy of such transcript.

Section 6.7

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

Section 6.8

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

Section 6.9

All provisions of Section 7.14 apply to Internal Affairs and EEO investigations for citizen complaints, including anonymous complaints and complaints received from outside agencies.

Section 6.10

After an accused bargaining unit member receives notice that the investigation is complete or to appear before a pre-disciplinary hearing officer, the member and his attorney, when one is involved shall be provided access to and, if requested, copies of transcripts records, written

statements, video and audio tapes, and results of any polygraph examinations pertinent to the case. Such access will be provided upon written notice by the bargaining unit member or his attorney to the Employer. A request for a continuance for a reasonable amount of time to review the above reference material shall not be unreasonably denied.

Section 6.11

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 from the date that the Sheriff or the Sheriff's designee approves the investigation, 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.

Such 30-day status report due dates will be calculated based on the date that the 60-day notification is made. A 30-day status report may be issued up to 7 days in advance of the 30th day without recalculating the due date of the status report. If the 30-day status report is issued 8 days or more in advance of the 30th day, then the next 30-day status report due date will be calculated based on the date the previous 30-day status report was issued.

For example: An investigation begins on June 1st. The 60-day notification is made on July 31st. The first 30-day status report is due on August 30th and the status report is issued on that day. The next 30-day status report is due on September 29th, however the investigator will be on vacation on that day. The investigator may issue the 30-day status report on September 27th, before they leave for vacation. Because it was issued less than 7 days in advance of the due date, the next 30-day status report deadline does not need to be recalculated and the next due date remains as October 29th. However, if the investigator issued the status report on September 20th, which is 9 days in advance of the due date, then the status report due date would be recalculated and the next due date would be October 20th.

ARTICLE 7. CORRECTIVE ACTIONS AND RECORDS

Section 7.1 Rights

Bargaining unit members shall have all rights and privileges under this Article as described in Article 6, Section 10.

Section 7.2 Discipline for Cause/Disparate Treatment

The purpose of discipline is to correct or modify the behavior of an employee, foster compliance with regulations, enhance operations, and provide for the safety of the public, members, staff, and inmates. No bargaining unit members shall be reduced in pay or position, suspended, removed or reprimanded except for just cause. There shall be no disciplinary reassignments except that a member who is subject to termination for just cause may elect, with the Sheriff's approval, to be reassigned in lieu of termination, to a vacant assignment in his classification which was not bid on or requested by another member. Discipline shall be similar in nature when the offense is of the same nature and severity. The member shall maintain his

right to the grievance procedure if he contests just cause for such actions. No member shall be subjected to disparate disciplinary treatment, as defined in Article 26.

Section 7.3 Pre-Disciplinary Hearings

A pre-disciplinary hearing shall be conducted under current law, with one impartial hearing officer.

- A. A bargaining unit member who is charged, his attorney and/or a FOP representative, may make a written request for a continuance. Such request shall be granted where practical 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.
- B. Prior to a pre-disciplinary hearing, the charged member shall receive from the Employer a written statement of all charges and specifications. At pre-disciplinary hearings, the charged member shall be allowed representation by a Lodge representative and/or attorney, and allowed to call witnesses material to the member's defense. Either party may tape record the hearing. Attendance at pre-disciplinary hearings is not required. As such, a member is not eligible for overtime or comp time for attending a pre-disciplinary hearing.
- C. The Sheriff or Acting Sheriff 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.
- D. Any pre-disciplinary hearing shall be conducted in conformity and in accordance with the procedures outlined in this Article and Section 10 of Article 6 (Internal Investigations), with the attendant procedural rights to bargaining unit members outlined therein.

Section 7.4 Actions of Record

If at any time a supervisor has a reasonable belief that disciplinary action of record (documented oral reprimand, written reprimand, suspension, reduction, disciplinary reassignment or removal) will result from an action or omission on the part of a member, and issues a member a Record of Counseling Form, the member shall be advised in writing that such a disciplinary result is possible prior to any inquiry by the Employer. Any members so advised of possible disciplinary action shall be given a copy of the Record of Counseling Form and given a reasonable opportunity to contact a lodge representative and to have the representative accompany the member during any interview session. Nothing herein shall preclude the Division Commander from issuing disciplinary action based upon a review of reports submitted in the normal course of business.

- A. The Sheriff will not accept disciplinary matters for actions of officers that are in excess of thirty (30) working days old. It is the responsibility of the Division Commander to handle all matters of this nature brought to their attention within thirty (30) working days and to see that subordinates and they themselves expedite handling all paperwork dealing with discipline in the same time frame.

- B. If disciplinary action or inquiry is pending against a member, the Sheriff, his designee or Division commander, must impose the discipline or advise the member of the results of the investigation within thirty (30) days of their receipt of the disciplinary packet.

Section 7.5 Progressive Action

The principles of progressive disciplinary action will be followed with respect to offenses of misconduct. The progressive action will at least include a documented oral reprimand, a written reprimand, and suspension for the same or related offenses, prior to termination, except in cases for serious misconduct which require a more severe penalty to be imposed than that called for herein.

For purposes of progressive discipline, suspension shall include, but not be limited to, the reduction of a member's accrued vacation leave or compensatory time. Loss of seven (7), eight (8), nine (9) or ten (10) hours, whichever applies to the affected member, 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 fourteen (14) days. Only accrued vacation leave or compensatory time can be used in lieu of suspension. Determination of whether a member's suspension is to be accomplished through loss of work hours or loss of accrued vacation leave or compensatory time shall be by mutual agreement between the Sheriff and the affected member.

Section 7.6 Documented Oral/Written Reprimands

A supervisor, prior to requesting that a member receive a documented oral reprimand or a written reprimand, shall meet with the affected member. He shall review the circumstances and facts of an alleged misconduct, explaining what work rules or regulations were violated and how, and explain the conduct which would have been proper. He shall afford the member the opportunity to discuss this matter with the supervisor and to state any reasons that he may have in mitigation of his misconduct. After such discussion, if the supervisor still chooses to request a documented oral or written reprimand, a written report describing the misconduct shall be forwarded by the supervisor to the member's Division Commander. The report shall request that either a documented oral or written reprimand, whichever is appropriate, be issued to the member. The member, if he chooses to do so, may submit a report of his own to the Division Commander. The Division Commander, if he concurs with the supervisor's recommendation, shall issue the requested reprimand to the member and submit a copy to the Sheriff. Reprimands shall be maintained in the member's personnel file.

Section 7.7 Duration of Records

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

- A. In any case which an action of record is disaffirmed by the State Personnel Board of Review, State Employment Relations Board, arbitration, by a court of competent

- jurisdiction, or resolved through the grievance procedure, then such action of record shall be removed from the member's personnel file.
- B. Unsubstantiated or unproven allegations or complaints of misconduct made against a member shall not be considered in future action or considerations, and shall be marked as unfounded and placed in the limited access file.
 - C. Documented oral reprimands shall not be used for any purpose, except where the employer is defending an EEO claim that has been made by a member, a former member or applicant against the employer if six (6) months have passed since the date of the incident for which such reprimand was issued, provided the member has no further related disciplinary action.
 - D. Written reprimands shall not be used for any purpose, except where the employer is defending an EEO claim that has been made by a member, a former member or applicant against the employer if one (1) year has passed since the date of the incident for which such reprimand was given without further related disciplinary action.
 - E. Suspensions of fifteen (15) days or less and disciplinary reassignments shall not be used for any purpose, except where the employer is defending an EEO claim that has been made by a member, a former member or applicant against the employer if two (2) years have passed since the date of the incident for which such suspension was given, provided that the member has had no further related disciplinary action during this period.
 - F. Suspensions for periods of time greater than fifteen (15) days shall not be used for any purpose, except where the employer is defending an EEO claim that has been made by a member, a former member or an applicant against the employer if three (3) years have passed since the date of the incident provided that the member has had no additional, similar disciplinary action during the period.
 - G. Upon written request from the concerned member, the Employer shall remove any such reprimand or record of suspension from the Employer files (including Personnel Client) after the respective validity period. Records removed from personnel files pursuant to this provision shall be maintained in a limited access file utilized only for administrative purposes or as requested pursuant to statutory requirements.
 - H. The time period for consideration of disciplinary records for the purpose of Section 7.7 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.

Section 7.8 Performance Evaluations

A bargaining unit member's signature on any inspection card or 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 7.9 Review of Personnel Files

Employees shall have the right to inspect the contents of their personnel files during normal business hours, Monday through Friday. Any member may copy the documents in his file.

- A. An employee's personnel file shall only be available to the employer or its agents unless made available to others pursuant to court order or subpoena or the Ohio Public Records Law. Any person who inspects an employee's file pursuant to this Article shall be requested to sign a log indicating the date on which the file was reviewed. The Personnel Office shall notify the member that a request has been made to view or to make available their personnel file. Such notice will include the name of the person, when available, or court making the request.
- B. The Human Resources Office shall maintain one general access personnel file for each member.

Section 7.10 Personnel Client

- 1. Only accurate information contained in the summary relating to disciplinary actions of record (documented oral reprimands, written reprimands, suspensions, reductions in pay or position, disciplinary reassignments, and removals) may be maintained in Personnel Client.
- 2. A member submitting a request for removal of stale or "timed-out" discipline under Section 7.7 (Duration of Records), shall also have all information regarding the stale discipline purged from the member's Personnel Client Profile Page (PCPP).
- 3. The summary of the incident resulting in the discipline in a member's PCPP shall not contain personal identifying information of the member or any other member involved in the incident. All personal identifying information shall be removed by the Human Resources Director or Assistant Human Resources Director.
- 4. Any report generated by Personnel Client for comparable discipline purposes shall not contain any personal identifying information of the disciplined member and/or any other member involved in the incident that resulted in the discipline.
- 5. Discipline that is removed, reduced or otherwise modified by grievance, arbitrator's finding, settlement or other final resolution shall be modified accordingly in the member's PCPP.
- 6. The Human Resources Director shall be responsible for the removal or modification of discipline pursuant to paragraphs 2 and 5.
- 7. In response to a public records request that specifically requests information contained in Personnel Client, the requested information will be provided with the appropriate redactions in compliance with federal, state or local law. The Human Resource Office shall notify a member who is the subject of a public records request that the request was made.

8. FOP bargaining unit members shall have the right to inspect the contents of their PCPP during normal business hours, Monday through Friday. FOP representatives also shall have the right to inspect the contents of any bargaining unit member's PCPP and/or the contents of the Personnel Client generally.

Section 7.11 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 either remove the faulty document if the member's complaint is substantiated or attach the member's memorandum to the document in the file.

Section 7.12 Work Rules

The Employer agrees that, to the extent practicable, work rules, namely orders or directives issued by the Sheriff or a Bureau or Division Commander that affect the manner in which day-to-day operations are conducted, shall be reduced to writing and provided to all covered members via email or other electronic means in advance of their enforcement. If the rule, order, or directive impacts an administrative regulation and/or an SOP, such regulation or SOP will be revised and provided to all covered members via email or other electronic means. Any rule, order or directive that does not impact a regulation and/or an SOP shall be maintained by the applicable Division electronically in a manner accessible to all members for review. If any work rule conflicts with the provisions of this Agreement, this Agreement shall be solely applicable, and the work rule shall have no force and effect. Any charge by a bargaining unit member that a work rule or General Order is in violation of this Agreement, or has not been applied or interpreted uniformly to all members, shall be a proper subject for a grievance. The Employer will provide the Grievance Chairman copies of any revised or new work rules which have been reduced to writing in accordance with this Section.

Section 7.13 Interoffice Correspondence

All interoffice correspondence (IOC) shall be forwarded through the chain-of-command to the individual addressed. Each Supervisor in the chain-of-command shall explain on the IOC what action was taken. When a member specifically requests on the IOC that a copy be returned to the member, then, immediately after reaching the addressee, a copy of the IOC with all supervisory comments shall be returned to the member within thirty (30) working days from the date the IOC was submitted by the member.

Section 7.14 Citizen Complaints

- A. Citizen complaints and complaints from other agencies directed toward bargaining unit members shall be immediately referred to the member's supervisor for investigation or disposition as specified in this Article. If that supervisor is involved or named in the complaint, then the complaint shall be referred to another supervisor. A standard form will be used to record such complaints and all complaints will be reduced to writing. The form shall contain a section that sets forth the language of the Ohio Revised Code Section 2921.15.

- B. When an anonymous complaint is made against a member and there is no independent corroborating evidence, the complaint shall be classified as unfounded and the accused member shall not be required to submit a written response.
- C. In order for a citizen complaint (including an anonymous complaint or complaint from another agency) to be investigated, the complaint must be received by the Sheriff's Office within ninety (90) days after the date of the alleged event giving rise to the complaint or the date it should have been known to the complainant, whichever is later. The following are exceptions to the ninety (90) day time limits and may be investigated:
 - a. Allegations of conduct that are criminal on their face.
 - b. Allegations of conduct that could reasonably lead to criminal prosecution.
 - c. Where a complaint alleges non-criminal conduct that is the same or similar to conduct that has resulted in the termination of a non-probationary member after January 1, 2013 where the termination has not been overturned by an arbitrator or the State Personnel Board of Review.

Where a complaint does not meet these requirements for purposes of conducting an investigation, the complaint shall be classified as not investigated, and the accused member shall not be required to respond, but the member shall be notified orally or in writing of the complaint.

ARTICLE 8. SENIORITY RIGHTS, LAYOFFS, AND RECALL

Section 8.1 Lay Off/Job Abolishment

No layoff or job abolishment shall be effected except as necessitated by lack of work, lack of funds, or reorganization for purposes of efficiency. The Employer shall have the authority to determine which classification of the Sheriff's Office shall be affected by a layoff. The least senior non-supervisory bargaining unit member in length of seniority shall be first laid off, and any layoff thereafter shall be by inverse seniority. When a position in the supervisor bargaining unit is abolished, the incumbent shall be permitted to bump the least senior member in his rank, using Sheriff's Office seniority to determine seniority and this process of bumping shall continue in succession in any lower classification until the least senior non-supervisory bargaining unit member in length of Sheriff's Office seniority has been reached, who shall be laid off. A member shall be permitted to bump within the classification from which the member is laid off or within the classification series from which the member was laid off. The member may not bump members in a classification/classification series if the member does not meet the minimum qualifications of the classification.

Section 8.2 Recall

Should a position once abolished be recreated or reestablished within three (3) years from the date of abolishment or layoff, or should a vacancy of the same classification occur within three (3) years from the date of the abolishment of the position or layoff, the most senior full-time member in point of Sheriff's Office seniority of those laid off in the same classification shall first be entitled to the position. If any laid off member enters into active service of the armed forces, the period such members serves therein shall not be considered in the determination of the three (3) years stipulated as a maximum time within which reinstatement shall be made;

such three (3) year period shall be computed exclusive of the time the member spent in the armed services.

Section 8.3 Classification These are the classifications to be used in layoffs and job abolishments:

Deputy (POTC & NON-POTC)
Sergeant (POTC & NON-POTC)
Lieutenant (POTC & NON-POTC)
Captain

ARTICLE 9. ASSIGNMENTS AND TRANSFERS

Section 9.1 Assignments

- A. Every bargaining unit member shall be given a regular assignment which includes a regularly assigned shift, regularly assigned facility for members in Corrections, regularly assigned consecutive days off and regularly assigned job duties. Assignment of days off within a shift shall be offered on the basis of seniority. Without exception, newly hired bargaining unit members shall be initially assigned to the Corrections Division and carried in a “training” status in Corrections, without the ability to post for a position during the first half of their probationary period, and without being transferred, temporary or otherwise, out of the Corrections Division before completion of the first half of their probationary period (6 months) and completion of their Basic Corrections Training. Members do not have bumping rights except as provided in Article 8.
- B. Members assigned to all Divisions, as defined in Article 25 (Definitions), shall bid on shift days off by seniority, as determined by their assignment and shift, during the period of November 1 through November 30 of each year. The shift bid process in the Patrol Bureau shall include all deputies on said shift with general patrol assignments. If a deputy in a “contract car” assignment elects to bid on days off that are applicable only to a general patrol assignment, the deputy will be required to give up their “contract car” assignment and bid on a vacancy within a shift in order to receive the requested days off. Any changes in shift days off, as bid above, shall be effective the beginning of the first pay period following January. For purposes of this paragraph: “Assignment” shall mean current assignment based upon a member’s most recent notice of transfer/assignment (excluding temporary transfers and members currently in FTO training status); and, “Shift” shall mean the member’s regular duty hours with a deviation of starting time of no more than one (1) hour.

Section 9.2 Transfer and Vacancy Defined

A transfer is any change in a member's regular assignment, except days off. 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 termination, resignations, demotions and/or promotions.

Section 9.3 Posting of Vacancies

When a vacancy occurs or when the Sheriff receives written notice from a member that the member intends to vacate a position, the Sheriff or his designee will post the vacancy in the Sheriff's Bulletin so as to allow members in the rank of the posted vacancy eight (8) days to request consideration for the assignment. The posting shall include the rank of the assignment, the shift, the primary location of the assignment (to include facility for assignments in corrections) and any job related specialized requirements listed in the position description of the assignment. The Sheriff's Office will utilize County e-mail for the distribution of the Sheriff's Bulletin by emailing the Bulletin to all bargaining unit members. All bargaining unit members shall be given a County e-mail address and access to computers. Sheriff's Bulletins announcing job postings shall be posted outside of the Records Bureau and Human Resources. The copy of the Bulletin posted outside Human Resources shall constitute the official notice of posting.

Section 9.4 Response to Posting

- A. Members who wish to apply for a posted vacancy shall apply via e-mail to shrfbltn@franklincountyohio.gov before the close of the posting period. The posting period ends at 4:30 p.m. on the last day of the posting.
- B. Members shall submit a separate email for each posted vacancy that they wish to request.
- C. Members may only withdraw their request to fill a posted vacancy during the eight (8) day posting period. Once the posting is closed, such requests cannot be withdrawn; however, in the event that a member has applied for transfer to more than one posted vacant position at the close of a posting period, the member will have the option to elect to transfer to any of the vacant positions for which the member meets the requirements and is the most senior applicant.
- D. The posting period is not stayed nor extended for personnel who are absent during part or all of the posting period.
- E. Newly hired members assigned to the Corrections Division shall not be eligible to post for a position during the first half of their probationary period and shall be carried in a "training" status for that period.

Section 9.5 Selection Criteria

After the close of the posting period, and within a reasonable amount of time, the Sheriff shall select the most senior member to fill the vacancy from among members who timely request consideration and are not precluded for any of the following reasons:

- A. Any member who has received a suspension of more than three (3) days for an incident that occurred within the past twenty-four months shall not be selected to fill a vacancy. This subsection does not apply to shift-to-shift transfers within an assignment.
- B. Any member who has marked off sick and/or sickness-in-family more than eight (8) times in the past twelve (12) months other than on FMLA leave, not to include a mark off of less than eight (8) hours for a medical appointment, shall not be selected to fill a vacancy.
- C. Any member who is currently on light duty status or on leave and cannot provide documentation verifying he will be back to work on full duty status within forty (40)

days of the vacancy posting, unless the light duty restrictions of the member are not prohibitive from performing the required tasks of the assignment posted for, shall not be selected to fill a vacancy. Documentation verifying return to work on full duty status must be attached to the request for the posting when delivered to Human Resources.

- D. Any member who does not meet the following job-related special requirements included in the position description shall not be selected to fill a vacancy:

For any position that requires carrying a firearm: a valid Ohio Driver's license, current OPOTA certification and current firearms qualification; additionally, for K-9 and Weight Enforcement, particular physical requirements that the member must possess to perform the duties of the assignment; for SWAT, particular physical and firearms requirements that the member must possess to perform the duties of the assignment as detailed in the SWAT standard operating procedure and, for Warrants and Extraditions assignments, the member must be willing and able to travel by air.

Members in a SWAT assignment must successfully qualify annually both physically and with their firearms as outlined in the SWAT standard operating procedure. From time to time, the SWAT Commander and/or Sheriff may prospectively revise such qualification standards in the Standard Operating Procedure via the labor relations process and approval. For purposes of the physical and firearms qualifications above, the Standard Operating Procedure is attached hereto as Appendix # 6 and incorporated herein by reference.

If a member fails to meet the qualification standards, the member may retest one time within 30 days. If a member after the retest fails to meet such standards the member will return to the division the member was assigned prior to being assigned to SWAT.

Nothing herein modifies the employer's right to change position descriptions in accordance with Article 25.

- E. Any member who is not in the same rank as identified in the notice of the posted vacancy shall not be selected to fill the vacancy, except that a member in a higher rank than the posted vacancy shall be eligible to be selected for the posted vacancy if he agrees to a demotion to the rank of the posted vacancy, if selected.
- F. If no member applies to fill a vacancy, or all who respond are precluded under this section from selection to fill a vacancy, the Sheriff shall select the least senior member in the rank of the posted vacancy. If there are job-related special requirements in the vacancy posting, the least senior member who meets those special requirements will be selected. No member shall be selected for a vacancy based upon being least senior more than once in any twelve (12) month period.

The member selected to fill the vacancy shall be transferred to the vacancy before fourteen (14) days have elapsed from the time of his selection for the vacancy, unless the member's transfer is held due to operational needs. Such a hold shall not exceed 60 days.

When the selected member is transferring from a 3rd shift assignment to a 1st shift assignment, the member's days off, for the 1st week of the new assignment only, shall be Monday and Sunday, unless the assignment's days off are Saturday/Sunday.

With respect to Training Academy assignments, the Sheriff has the full authority to determine any and all job-related special requirements for such assignments. The assignment shall be given to the most senior member timely requesting consideration for the assignment who meets those job-related special requirements and is otherwise qualified under this section.

With respect to SWAT Lieutenant, if the Sheriff determines that a member could not effectively perform the requested assignment of SWAT Lieutenant at the close of the vacancy posting, the Sheriff reserves the right to disapprove the members assignment to SWAT Lieutenant.

For purposes of determining supervisory seniority under this Section, a member is entitled to one-half (1/2) credit added to their seniority in rank for all time the member was assigned to a position in the Division of the posted vacancy regardless of rank. For purposes of the ½ credit calculation, all time the member spent in an assignment in the Administration, Investigations, Patrol, Security Operations, and Support Services Divisions shall count for determining supervisory seniority as time spent in any of those Divisions; however, members currently or subsequently assigned to Security Operations do not accrue and are not entitled to the one-half (1/2) credit until January 1, 2019 forward, regardless of rank. This paragraph shall apply to any member assigned to the Training Academy within the Support Services division as of 1/1/2022 or thereafter.

Section 9.6 Mandatory FTO Programs

Members transferring into any assignments within the Patrol Bureau, Detective Bureau, and SWAT, who have not previously successfully completed an FTO program in those assignments, must successfully complete an FTO Program. This FTO program will be 180 days. The first 90 days of the program shall consist of 3 consecutive 30 day coaching phases in which the member is evaluated by a different field training officer in each phase. The second 90 days of the program shall consist of a supervisory review period to evaluate the member's performance. If supervision recommends that the member be removed from the FTO program based on the member's performance, the Sheriff, based upon documentation regarding the member's performance, may exercise discretion to remove the member from the program. The member will be advised in writing of the reason for removal from the program. Such action by the Sheriff shall be subject to appeal solely through Step 3 of the Grievance Procedure set forth in Article 5 of this Agreement; however, such action is not subject to arbitration under Article 5. If a member fails to successfully complete the FTO program, the member shall be placed in any assignment within the same Division that the member held before being selected to fill the vacancy, and shall be given days off in accordance with their seniority until the next realignment of days off.

Members transferring into a non-corrections division assignment not listed in the previous paragraph, who have not previously successfully completed an FTO program in those assignments or in the Patrol Bureau or Detective Bureau, must successfully complete a modified 90 day FTO program. If supervision recommends that the member be removed from the FTO program based on the member's performance, the Sheriff, based upon documentation regarding the member's performance, may exercise discretion to remove the member from the program. The member will be advised in writing of the reason for removal from the program. Such action by the Sheriff shall be subject to appeal solely through Step 3 of the Grievance Procedure set forth in Article 5 of this Agreement; however, such action is not subject to arbitration under Article 5. If a member fails to successfully complete the FTO program, the member shall be placed in any assignment within the same Division that the member held before being selected to fill the vacancy, and shall be given days off in accordance with their seniority until the next realignment of days off.

The Sheriff may elect to post and fill two (2) Lieutenant and two (2) Sergeant positions for research and development and to assist in drug investigations within the Corrections Division, which shall be referred to as Corrections Intelligence assignments. Such assignments are to be posted and filled in accordance with Article 9, Sections 9.1 thru 9.5. Members transferring into these positions must complete a 90 day FTO program. If supervision recommends that the member be removed from the FTO program based on the member's performance, the Sheriff, based upon documentation regarding the member's performance, may exercise discretion to remove the member from the program. The member will be advised in writing of the reason for removal from the program. Such action by the Sheriff shall be subject to appeal solely through Step 3 of the Grievance Procedure set forth in Article 5 of this Agreement; however, such action is not subject to arbitration under Article 5. If a member fails to successfully complete the FTO program, the member shall be placed in any assignment within the same Division that the member held before being selected to fill the vacancy, and shall be given days off in accordance with their seniority until the next realignment of days off.

When a member leaves a position during the 90 or 180 day FTO periods as set forth above, the member is precluded from bidding for the same position for two (2) years from the date the member left the FTO program.

The study materials for testing of members during the FTO program shall be the most recent edition of *Legal Guide for Police, Constitutional Issues*. Members will be responsible for purchase of this book; however, additional materials that may be tested will be provided to the member at the beginning of the FTO program. The questions to be administered on the written test(s) given to any members during the FTO program shall be developed in advance with input and review from representatives of the Employer and the Lodge. The written test(s) may be given to members during any period(s) of the FTO program, with the expectation that the member must successfully pass the test before successfully completing the FTO program.

Section 9.7 Limitation on Transfers

Bargaining unit members shall be limited to two (2) intra-divisional and two (2) office wide transfers through job postings within a twelve (12) month period. However, members shall be limited to no more than a total of three (3) transfers within twelve (12) months.

Section 9.8 Temporary Transfers

A temporary transfer may be made to temporarily fill an assignment that is not a vacancy to be posted or for the period during which a member performs light duty. No member outside of corrections shall receive more than one (1) temporary transfer of ninety (90) days in length or two (2) temporary transfers of thirty (30) days in length in any twelve (12) month period, excluding temporary transfers for light duty, for the purpose of giving or receiving training at an academy or school, or covering for such members. The provisions of this section may be waived for reason, but only upon mutual agreement between the employer, the Lodge and the affected member. Upon conclusion of a temporary transfer, the member shall be returned to his previous assignment and days off. The Grievance Liaison Chairman shall be advised of any temporary transfer and the effective date, and the parties may review the status of current temporary transfers during the labor/management meetings. For any member assigned to Corrections, the timeframes under this Section for temporary transfers shall be two (2) temporary transfers of forty-five (45) days in length or for any member assigned to Corrections hired on or after January 1, 2019, three (3) temporary transfers of thirty (30) days in length in any twelve (12) month period.

Section 9.9 Administrative Assignment

The Sheriff shall place a notification in the Bulletin whenever one (1) or more of the below listed administrative assignments are to be filled. Members interested in such an assignment must submit an I.O.C. directly to the Sheriff requesting to be transferred.

1. Internal Affairs
2. Special Investigations Unit
3. An aid of the rank of Sergeant or above for the administrative division.
4. Captains
5. Emergency Operations Center/Property Room Officer
6. Community Relations/D.A.R.E./SRO

The purpose of this notification will be to establish a list of interested bargaining unit members from which the Sheriff shall select person(s) to fill the administrative assignment. At the conclusion of a member's administrative assignment, the member shall return to his previously held assignment unless he has been selected for a vacancy that was properly posted.

Section 9.10 Employee Development Program

The Employee Development Program may be utilized when a member's supervisor asserts and provides documentation to support that the member has a deficiency in his job performance characteristics that have not been remedied through counseling and job review. The member's supervisor must submit a request to utilize the Employee Development Program to his bureau commander. If the bureau commander concurs with the use of the program after review of all documentation, then the following steps shall be taken:

- A. A meeting shall be conducted by the bureau commander with the affected member, an F.O.P. Representative and the member's supervisor.
 - 1. During the meeting the affected member shall be advised of the exact nature of the job performance deficiency and the parties present shall review all supporting documentation.
 - 2. During the meeting the parties shall develop reasonable, objective, measurable goals that the member should obtain, and document the same in writing.
- B. Every thirty (30) days the same parties shall meet to review the member's goals, discuss his progress and any continued deficiency. The progress and continued deficiency shall be documented in writing.
- C. Three (3) months from the date of the initial meeting the parties shall have a final meeting to review the progress of the member during the three (3) month program. At the conclusion of the meeting the bureau commander shall advise the member if they feel he has successfully completed the program or not.
 - 1. If the bureau commander advises that the member has successfully completed the program, then a letter summarizing the program, meetings and final determination shall be placed in the member's personnel file to be removed one (1) year from the date of the final meeting. No other action shall be taken.
 - 2. If the bureau commander advises that the member has not successfully completed the program, a letter shall be sent to the Sheriff outlining the program, meetings and final determination. This letter shall be maintained in the member's personnel file for one (1) year from the date of issuance.
- D. Within thirty (30) days of receipt of the bureau commander's letter advising that the member has not successfully completed the program, the Sheriff may transfer the member under the following guidelines:
 - 1. The initial transfer will be a temporary transfer to a position in the classification of the member that does not have the same job performance characteristics that the member is deficient in.
 - 2. While the member is on temporary transfer he must bid on a posted vacancy. The employer may post the assignment he was temporarily transferred to.
 - 3. For a period of one year commencing from the date of the member's temporary transfer, the member may not post to a position that has the same job performance characteristics as he was found to be deficient in.
- E. The member maintains the right to grievance and other procedural remedies in regards to any action taken under this section. No actions taken under this section are to be considered disciplinary in nature.
- F. This Section does not pertain to members in a probationary period.
- G. This Section does not apply to members in training in the mandatory FTO programs of Section 9.6 of this Article.

Section 9.11 Return from Disability Retirement or Disability Separation

When a member is authorized by the Ohio Public Employees Retirement System to return to duty, such member will be temporarily assigned to a vacant position in the classification that the member had when he or she qualified for disability retirement. While the member is on the

temporary assignment, he or she must bid on a posted vacancy. The employer may post the assignment even though it is temporarily occupied. In the event that there is no vacant position in the classification when the member is eligible to return, such member shall be given a temporary assignment until a vacancy in that classification is posted.

ARTICLE 10. PROMOTIONS

Section 10.1 Qualifications

- A. No promotional appointments, excluding promotion to the rank of Captain, shall be made except in accordance with the testing procedure set forth in this Article.
- B. To qualify and test for promotion to the classification of Sergeant, the member must have a minimum of five (5) years of continuous service with the Office in any combination of the bargaining unit classifications (including the prior classification of Corporal) covered by this Agreement.
- C. To qualify and test for promotion to the classification of Lieutenant, the member must be in a supervisory classification for the three (3) years preceding the test.
- D. To qualify for promotion to the classification of Captain, the member must be in the classification of Lieutenant and shall be selected by the Sheriff at his sole discretion pursuant to Article 9, Section 9.9.
- E. No member, who has been reduced in rank within twenty-four months preceding the promotional exam or suspended in excess of three (3) days for an incident which occurred within twelve (12) months preceding the promotional exam, shall be permitted to participate in the promotional examination.

Section 10.2 Testing Procedure

- A. The Sheriff shall cause written examinations for the Sergeant and Lieutenant classifications to be given on an annual basis, but no later than March 15 of each year.
- B. The Lodge will participate in the development and/or selection of the written examination and the Oral Board procedure. The Lodge President shall appoint a bargaining unit member who will not be a candidate for the test being given, to coordinate its participation.
- C. A minimum passing score of seventy-five percent (75%) shall be required in order for a member to pass the written test and proceed to the oral board.
- D. An Oral Board shall be selected for each respective test given. The Oral Board shall consist of five (5) persons, all of whom shall be senior to and/or equal in rank to the rank tested. One (1) of the five (5) Oral Board members may be selected from an outside agency. One (1) of the five (5) Oral Board members shall be a bargaining unit member appointed by the Lodge.
- E. The Oral Board shall rate each candidate on a consensus basis. Point value shall be based on thirty-two (32) points being the highest possible score per candidate.
- F. The Oral Board shall submit to the Sheriff a list containing the name of each candidate who proceeded to it, the candidate's written examination score and the candidate's Oral Board score, no later than forty-five (45) days from the receipt of the written examination results.

Section 10.3 Promotion Procedures

- A. The Sheriff shall establish an eligibility list based on the combined score of each candidate as calculated under the scoring process in this section.
 - 1. The maximum total score for the testing process shall be 60 points for the written score and 32 points for the Oral Board score. In addition, a candidate may be awarded a maximum of 8 extra points as provided by sections 2, 3 and 4 below.
 - 2. Candidates shall be awarded the following point values for their respective seniority (with a maximum of 2 points awarded):
 - a. 10-14 years 1 point
 - b. 15+ years 2 points
 - 3. Candidates shall be awarded the following point(s) for a minimum of 2 years' service in each of the following areas (with a maximum 3 points awarded):
 - a. SWAT, Patrol* 2 points
 - b. Detective Bureau/SIU 2 points
 - c. Bomb Squad, 1 point each
Dive Team, Crisis Negotiations,
SERT, Mobile Field Force, Drone
Unit, Mounted Unit, Bike Unit(* K-9 Unit, Road Patrol, Weight Enforcement, or Accident Investigations)
 - 4. Candidates shall be awarded the following point(s) in recognition of their achievements in having obtained the following goals, educational experience, certifications, and current/prior military service (with a maximum 3 points awarded):
 - a. Meeting Fitness Standards 1 point
 - b. Associate's Degree 1 point (if highest degree obtained)
 - c. Bachelor's Degree 1.5 points (if highest degree obtained)
 - d. Graduate Degree (Master's or Doctorate) 2 points
 - e. Military Service 1 point for active or reserve military service or honorable discharge
 - f. CJM or CJO ½ point
 - g. Sheriff Office Approved Executive Management Course(s) (with a maximum of 1 point).

The candidate with the highest combined score shall be first on the list, the second highest combined score will be second on the list, and the third highest combined score will be third on the list and so on until all candidates are listed. In case of candidates with the same combined score, their order to each other will be based on Sheriff's Office seniority with the most senior listed first and any names thereafter shall be by inverse seniority.

- B. Whenever a vacancy exists in the rank of Sergeant or Lieutenant, the Sheriff must select within a reasonable amount of time one of the top three candidates on the appropriate eligibility list for the promotion. The promoted candidate's name shall be removed from the list. The two candidates considered but not selected for the promotion shall remain

in their respective order on the eligibility list and shall be considered along with the next highest candidate when the next promotion is to be made from that list. This procedure shall be followed after each promotion off of the list.

- C. Should all candidates on the eligibility list for a Sergeant or Lieutenant vacancy decline the promotion or should the list be exhausted, the Sheriff may provisionally promote a member to fill that position; provided that, for provisional promotion to the rank of Lieutenant, the Sheriff shall offer the promotion to members in the rank of Sergeant by order of seniority. Such member shall not retain the promotion unless he or she passes the next promotional examination for that rank and participates in the Oral Board. That member shall also be awarded the appropriate points pursuant to Section 10.3 (A) 2-4. The probationary period for a member receiving a provisional promotion shall commence on the date of the member's provisional promotion. Candidates shall have the right to refuse two separate promotions before being removed from the list. A candidate who refuses a promotion will maintain his position on the eligibility list until removed there from in accordance with this section. At no time shall a provisional promotion be made on the same day that the last candidate on the active promotional list for Sergeant or Lieutenant is promoted.

When a member who has been provisionally promoted does not pass the next promotional examination (and participates in the Oral Board) for that rank, the member will be temporarily assigned to a vacant position in the classification that the member had held before the provisional promotion. While the member is on the temporary assignment, he or she must bid on a posted vacancy. The employer may post and fill the assignment per the standard contractual procedure even though it is temporarily occupied. In the event that there is no vacant position in the classification when the member is demoted, such member shall be given a temporary assignment until a vacancy in that classification is posted.

- D. Promotional eligibility lists shall expire with the issuance of a new list.

10.4 Study Materials

All study materials related to all tests shall be made available for review or copying by any bargaining unit members upon request. Any updates to the testing materials shall be completed no later than 90 days prior to the subject test.

ARTICLE 11. LABOR/MANAGEMENT MEETINGS

Section 11.1 Philosophy

The Parties recognize the benefits of open dialogue and discussion of the issues affecting working conditions. Such dialogue fosters trust and communication among and between the Parties, fosters harmonious labor relations, and benefits the membership and the citizens of Franklin County. As such, the Parties agree to maintain an active, ongoing forum to address issues of mutual concern as outlined herein.

The Parties agree that such a forum is not a substitute for collective bargaining and that any discussions cannot modify the collective bargaining agreement. Rather than supplanting

collective bargaining, such a forum aids the Parties in implementing the collective bargaining agreement and promotes efficiencies in operations.

In addition, the parties agree that the forum shall not replace or alter the grievance procedure in any way. Nonetheless, grievances may be topics of discussion at Labor/Management meetings; however, any such discussions shall be deemed off-the-record, non-binding, and shall neither constitute a step nor supplant any step of the Grievance Procedure outlined in Article 5. The Parties' statements made during these off-the-record grievance discussions may not be used or repeated in any grievance proceeding.

Section 11.2 Labor/Management Meetings

The Sheriff, or his designees, and the Lodge agree to meet on a standing date mutually agreeable to both Parties every other month, except when the Parties have commenced negotiations for a successor collective bargaining agreement in which case negotiations shall take the place of Labor/Management meetings. The Parties may also mutually agree to meet at any time. A meeting shall only be canceled upon mutual agreement of the Parties, provided such cancellation occurs at least three (3) days prior to the meeting. Included as legitimate items for discussion in these meetings shall be:

- A. Notification of changes made by the Employer which affect bargaining unit members of F.O.P.
- B. Dissemination of general information of interest to the parties.
- C. Discussion of ways to increase productivity and improve effectiveness.
- D. Consideration and discussion of health, equipment, and safety matters.
- E. Grievances.
- F. The terms or conditions of employment generally.
- G. The collective bargaining agreement generally.

Section 11.3 Agenda

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; however, the Parties agree that each meeting shall include a discussion of the status of all active grievances.

Section 11.4 Attendance

Labor/Management meetings are to be scheduled on days when the Grievance Liaison Chairman is on special assignment, per Article 3, Section 10B of this Agreement. Members of the most current Lodge Negotiations Committee (or substitutes designated by the Lodge President that do not exceed the total number of the most current Lodge Negotiations Committee) shall be released from their regular assignments and placed on special assignment for their time in attendance for each Labor/Management meeting.

ARTICLE 12. MANAGEMENT RIGHTS

Section 12.1 Management Rights

Except to the extent limited or modified by the provisions of this Agreement, the Sheriff's Office retains the right and responsibility to exercise the authority granted to it under Section 4117.08, (C) (1)-(9) of the Revised Code, as follows:

- A. To determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Sheriff, standards of services, the overall budget, utilization of technology, and organizational structure;
- B. To direct, supervise, evaluate, or hire employees;
- C. To maintain and improve the efficiency and effectiveness of governmental operations;
- D. To determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. To suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- F. To determine the adequacy of the work force;
- G. To determine the overall mission of the Sheriff's Office, as a unit of government;
- H. To effectively manage the work force;
- I. To take actions to carry out the mission of the Sheriff's Office, as a government unit.

Section 12.2 Additional Rights and Limitations

The rights and powers of the Sheriff contained in this Article 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 or under law. The Employer shall not exercise any of its management rights in an arbitrary manner, or in a manner which would unfairly discriminate against members of the bargaining units.

Section 12.3 Conflict

The Employer shall not take any action which would be in conflict with or which would be prohibited by any other provision of this Agreement.

ARTICLE 13. CLASSIFICATIONS

Section 13.1 Classifications

The following classifications, as approved by the Director of the Ohio Department of Administrative Services, shall be used in the bargaining units within this Agreement:

- A. Deputy (POTC)/Deputy (NON-POTC) (02092)
- B. Sergeant (POTC)/Sergeant (NON-POTC) (02095)
- C. Lieutenant (POTC)/Lieutenant (NON-POTC) (02096)
- D. Captain (POTC) (02097)

Section 13.2 Peace Officer Training Certification

- A. The classification of Deputy (NON-POTC) shall be utilized for all newly hired bargaining unit members who have not attained peace officer certification. Members classified as a Deputy (NON-POTC) and/or members classified as Sergeant or Lieutenant (who do not possess a current peace officer training certificate) shall be provided the voluntary option, at their own expense and time, to attain a peace officer training certification, upon written approval of the Sheriff, and at an academy other than the Sheriff's OPOTA Training Academy. No member shall be required to attain peace officer training certification as a condition of his employment as a Deputy (NON-POTC), Sergeant (NON-POTC) or Lieutenant (NON-POTC). Upon attainment of peace officer training certification a Deputy, Sergeant or Lieutenant (NON-POTC) shall be reassigned to the classification of Deputy, Sergeant or Lieutenant (POTC); provided, reassignment to the classification of Deputy (POTC) shall occur with approval of the Sheriff, or after one (1) year in the Deputy (NON-POTC) classification and attainment of peace officer training certification. Newly hired deputies already peace officer training certified shall be assigned to the Deputy (POTC) classification upon written approval of the Sheriff or after one (1) year in the Deputy (NON-POTC) classification.
- B. The Employer shall maintain current peace officer training certification requirements of members in the POTC classifications of Deputy, Sergeant, Lieutenant, and Captain. This shall be maintained at Employer expense. Any requirements missed by the member due to his/her neglect shall be maintained at the member's expense.
- C. Commencing January 1, 2020, the Sheriff's Office shall biennially run an OPOTA peace officer training program at the Sheriff's Training Academy for members who wish to voluntarily attain peace officer training certificates. Whenever the Sheriff's Office runs an OPOTA peace officer training program, it shall be offered to members, and shall allow for the enrollment of a minimum of fifteen (15) and no more than twenty (20) members per occasion. Applications for this training program shall be approved in order of departmental seniority and regardless of rank, but members must first take and pass, at their own expense and time, the OPOTA Physical Exam at the 50th percentile of the Cooper Institute Standards. Members with active disciplinary suspensions are ineligible to attend. In the event there are less than fifteen (15) selected and qualified members enrolled for the OPOTA peace officer training program, the Sheriff may cancel the class and offer it the following year. Members attending this training program shall have their schedules and days off adjusted so that they attend on-duty and at no expense to them. Members who miss required hours of training while assigned under this section will only be permitted to make up hours at the Sheriff's sole discretion. While in the program, members may not work overtime or holidays, except as required by the Training Academy to complete required training. The Sheriff retains sole discretion in allowing a member who has failed a previous Sheriff's Training Academy program to attend again.

ARTICLE 14. PAY PLAN

Section 14.1 Pay Ranges and Rates

A. Effective the first full pay period in January 2022, and applied retroactively to that date, the following wages will be paid to NON-POTC bargaining unit members hired on/after January 1, 2019 (which reflects a 4.25% increase for members holding the rank of Deputy 1 and the applicable rank differential for supervisors as outlined in Section 14.1(G)):

		<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
Deputy 1	Hourly	\$27.13	\$28.48	\$29.90	\$32.89	\$35.60
	Annually	\$56,430.40	\$59,238.40	\$62,192.00	\$68,411.20	\$74,048.00
Sergeant 1	Hourly					\$38.80
	Annually					\$80,704.00
Lieutenant 1	Hourly					\$43.46
	Annually					\$90,396.80

B. Effective the first full pay period in January 2023, the following wages will be paid to NON-POTC bargaining unit members hired on/after January 1, 2019 (which reflects a 3.5% increase for members holding the rank of Deputy 1 and the applicable rank differential for supervisors as outlined in Section 14.1(G)):

		<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
Deputy 1	Hourly	\$28.08	\$29.48	\$30.95	\$34.04	\$37.10
	Annually	\$58,406.40	\$61,318.40	\$64,376.00	\$70,803.20	\$77,168.00
Sergeant 1	Hourly					\$40.44
	Annually					\$84,115.20
Lieutenant 1	Hourly					\$45.29
	Annually					\$94,203.20

C. The following wages will be paid to NON-POTC bargaining unit members effective the first full pay period in January 2024 hired on/after January 1, 2019 (which reflects a 3.5% increase for members holding the rank of Deputy 1 and the applicable rank differential for supervisors as outlined in Section 14.1(G)):

		<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
Deputy 1	Hourly	\$29.06	\$30.51	\$32.03	\$35.23	\$38.40
	Annually	\$60,444.80	\$63,460.80	\$66,622.40	\$73,278.40	\$79,872.00
Sergeant 1	Hourly					\$41.86
	Annually					\$87,068.80
Lieutenant 1	Hourly					\$46.88
	Annually					\$97,510.40

D. The following wages will be paid to all bargaining unit members who were employed as a Deputy by the Franklin County Sheriff's Office on/before December 31, 2018 or hired on/after January 1, 2019 and have obtained their POTC certification (POTC). These pay scales will be applied retroactively to the first full payroll period in January 2022 (which reflects a 4.25% increase for members holding the rank of Deputy 2 and the applicable rank differential for supervisors as outlined in Section 14.1(G)):

		<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
Deputy 2	Hourly	\$27.74	\$31.07	\$35.19	\$46.42	\$50.25
	Annually	\$57,699.20	\$64,625.60	\$73,195.20	\$96,553.60	\$104,520.00
Sergeant 2	Hourly					\$59.30
	Annually					\$123,344.00
Lieutenant 2	Hourly					\$66.42
	Annually					\$138,153.60
Captain	Hourly					\$74.39
	Annually					\$154,731.20

E. Effective the first full pay period in January 2023, the following wages will be paid to bargaining unit members who were employed as a Deputy on/before December 31, 2018 or hired on/after January 1, 2019 and have obtained their POTC certification (POTC) (which reflects a 3.5% increase for members holding the rank of Deputy 2 and the applicable rank differential for supervisors as outlined in Section 14.1(G)):

		<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
Deputy 2	Hourly	\$28.71	\$32.16	\$36.42	\$48.04	\$52.36
	Annually	\$59,716.80	\$66,892.80	\$75,753.60	\$99,923.20	\$108,908.80
Sergeant 2	Hourly					\$61.78
	Annually					\$128,502.40
Lieutenant 2	Hourly					\$69.19
	Annually					\$143,915.20
Captain	Hourly					\$77.49
	Annually					\$161,179.20

F. The following wages will be paid to bargaining unit members effective the first full pay period in January 2024 who were employed as a Deputy on/before December 31, 2018 or hired on/after January 1, 2019 and have obtained their POTC certification (POTC) (which reflects a 3.5% increase for members holding the rank of Deputy 2 and the applicable rank differential for supervisors as outlined in Section 14.1(G)):

		<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
Deputy 2	Hourly	\$29.71	\$33.29	\$37.69	\$49.72	\$54.19
	Annually	\$61,796.80	\$69,243.20	\$78,395.20	\$103,417.60	\$112,715.20
Sergeant 2	Hourly					\$63.94
	Annually					\$132,995.20
Lieutenant 2	Hourly					\$71.61
	Annually					\$148,948.80
Captain	Hourly					\$80.20
	Annually					\$166,816.00

G. Rank Differential. The wage rates set forth in this Section represent the following rank differential percentages for the following classifications. The following differential percentages will be:

<u>Ranks</u>	<u>Percentage</u>
All NON-POTC hired on/after January 1, 2019	
Deputy 1 – Sergeant 1	9%
Sergeant 1 – Lieutenant 1	12%

All NON-POTC or POTC hired as a Deputy on/before December 31, 2018	
All obtaining POTC certification hired on/after January 1, 2019	
Deputy 2 – Sergeant 2	18%
Sergeant 2 – Lieutenant 2	12%
Lieutenant 2 – Captain	12%

H. The annual rate is based upon 2,080 hours in active pay status.

Section 14.2 Pay Plan Administration

The following provisions shall apply to the administration of the pay schedules set forth in Section 14.1.

- A. The "A" Step shall be the minimum rate of pay for bargaining unit members and shall be the hiring rate of pay for Deputies 1 and 2.
- B. Deputies 1 and 2 with less than twelve (12) months of continuous service shall be paid at Step "A."
- C. Deputies 1 and 2 with more than twelve (12) months but less than twenty-four (24) months of continuous service shall be paid at Step "B."
- D. Deputies 1 and 2 with more than twenty-four (24) months but less than thirty-six (36) months of continuous service shall be paid at Step "C."
- E. Deputies 1 and 2 with more than thirty-six (36) months of continuous service shall be paid as Step "D."
- F. Deputies 1 and 2 with ten (10) or more years of continuous service shall be paid at Step "E," which incorporates the credit reflected in Section 14.6.
- G. Members promoted pursuant to the testing and promotional procedures of Article 10, shall be paid at the Sergeant 1 or 2 pay rate indicated above, which incorporates the credit reflected in Section 14.6.
- H. A Sergeant 1 or 2 promoted to the rank of Lieutenant 1 or 2 shall be automatically elevated to the pay class indicated above, which incorporates the credit reflected in Section 14.6.
- I. A member promoted to the rank of Captain shall be automatically elevated to the appropriate pay class, which incorporates the credit reflected in Section 14.6.
- J. A member hired on or after January 1, 2019 who obtains a POTC certification shall be moved from the NON-POTC pay scale to the corresponding step and classification of the POTC pay scale pursuant to Article 13, Section 13.2 A.
- K. A member hired on or after January 1, 2019 who no longer holds an active POTC certification and commission with the Franklin County Sheriff shall be paid at the Deputy 1, Sergeant 1, or Lieutenant 1 rate as applicable.

Section 14.3 Service Credit

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

- \$550.00 for 5 years continuous service
- \$75.00 shall be paid to members with six to ten years of continuous service for each additional year of service beyond the initial five years
- \$110.00 shall be paid to members with eleven or more years of service for each additional year of service beyond the tenth year.

Payment of service credit shall be made in a lump sum, by direct deposit, and will accompany the first paycheck in December of each calendar year, after five (5) years of continuous service. 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 their terminal pay the final partial year of service credit pay, prorated 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 military leave.

Section 14.4 Pension Contribution (PERS-LE)

The full amount of the statutorily required employer contribution to the Public Employees Retirement System of Ohio Law Enforcement Division ("PERS-LE") shall be made for bargaining unit members who are classified as Deputy (POTC), Sergeant (POTC), Lieutenant (POTC) and Captain. The full amount of the statutorily required employer contributions to PERS (NON-LE) shall be made for members who are classified as Deputy (NON-POTC) and Sergeant (NON-POTC) and Lieutenant (NON-POTC).

The required employee contribution to PERS-LE shall be withheld from the gross pay of each member who is classified as Deputy (POTC) Sergeant (POTC), Lieutenant (POTC), and Captain. The required employee contribution to the PERS (NON-LE) shall be withheld from the gross pay of each member who is classified as a Deputy (NON-POTC) and Sergeant (NON-POTC) and Lieutenant (NON-POTC).

Section 14.5 Employer Pension Obligations

The County shall continue to pay the statutorily required pension contribution to the Public Employee Retirement System (PERS) for all bargaining unit members in either the Law Enforcement Division (LE) or (Non-LE) in conformity with pertinent state and federal law.

Section 14.6. Training and Experience Retention Credit

All non-supervisory bargaining unit members with ten (10) or more years of continuous service and all supervisory bargaining unit members shall receive a training and experience retention credit, which shall be equal to eight and 1/4 percent (8.25%) of D step of the pay range where the member is placed (as established in Section 14.1 of the Agreement). Effective the first full pay period in January 2023, the training and experience retention credit shall be equal to nine

percent (9%) This credit shall be in consideration of the affected members' training and experience.

ARTICLE 15. SHIFT DIFFERENTIAL

Section 15.1 Shift Differential Pay Rate

Shift differential is hereby established at \$1.35 effective upon the first day of the first full pay period in January 2022, then at \$1.40 effective upon the first day of the first full pay period in January 2023, and then at \$1.45 effective upon the first day of the first full pay period in January 2024.

Section 15.2 Eligibility

Shift differential pay shall be provided for any eight (8) hour or ten (10) hour workday for which at least fifty (50%) percent 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.

Section 15.3 Method of Payment

Shift differential pay shall be paid only for actual hours worked during either an eight (8) hour or ten (10) hour workday. Shift differential shall not be paid in addition to regular pay for any hours of leave with pay. If shift differential pay is applicable, under the terms of this Article, to an eight (8) hour or ten (10) hour workday and authorized overtime occurs in conjunction with the regular eight (8) hour or ten (10) hour workday, the shift differential shall be computed in the applicable rate of pay for each hour of overtime worked. Shift differential pay is not applicable to court appearance time; but is applicable to hours when called back to duty. Shift differential pay will be paid on a biweekly basis and will not be cumulative under any circumstances.

ARTICLE 16. UNIFORMS AND ALLOWANCES

Section 16.1 Standard Uniform Issuance. All uniform markings shall be standardized and there shall not be markings identifying bureaus.

A. The Employer shall furnish the following authorized items to members assigned to Corrections:

1. 4 Polo shirts
2. 4 Class C pants
3. Class A/B pant
4. Class B shirt
5. Boots
6. Belt
7. Handcuffs and case
8. Glove Case
9. Breast badge
10. Name bar
11. Collar brass
12. 26 Buttons

13. Radio Holder

14. Jacket

Any member assigned to Corrections within the Deputy POTC classification will be issued the following items:

15. Class A shirt

16. Felt and Straw Hat

17. Hat badge, acorn and strap

18. Raincoat and rain cover for hat

19. Disabling agent and holder

20. Firearm

21. Ammunition and ammo holder

22. Holster

23. Gun Belt

24. Combination Ballistic/Stab Resistant Vest (which shall only be worn for duty exclusively outside of the correctional facilities)

25. Collapsible baton and holder

26. Traffic Vest

27. Tactical vest carrier

Items 19, 20, 21, 22 and 23 shall be issued with the office issued firearm for deputies attending the FCSO administered basic peace officer certification program.

B. The Employer shall furnish to members assigned to Patrol (excluding Weight Enforcement and K-9), Security Operations, and Civil Process (designated as uniformed), the following items:

1. 6 Class C shirts (3 summer / 3 winter)

2. 6 Class C pants (3 summer / 3 winter)

3. Jacket

4. Boots

5. Belt

6. Raincoat and rain cover for hat

7. Firearm

8. Handcuff and case

9. Disabling agent and holder

10. Ammunition and ammo holder

11. Holster

12. Gun Belt

13. Sweater

14. Combination Ballistic/Stab Resistant Vest, upon request of the bargaining unit member

15. Collapsible baton and holder

16. Flashlight and batteries

17. Gloves

18. Baseball cap

19. Radio holder

- C. The Employer shall furnish to members assigned to the Detective Bureau, Internal Affairs, SIU, Child Support Enforcement, Warrants and Extraditions, Environmental, and Civil Process the following items:
1. Handcuff case
 2. Firearm
 3. Holster
 4. Combination Ballistic/Stab Resistant Vest, upon request of the bargaining unit member
 5. Tactical vest carrier (if not already issued)
- D. The Employer shall furnish to members assigned to the Training Academy and Community Response Bureau the following items:
1. Firearm
 2. Handcuff and case
 3. Disabling agent and holder
 4. Ammunition and ammo holder
 5. Holster
 6. 6 Polo shirts (3 summer / 3 winter)
 7. 6 pants, BDU style
 8. Boots
 9. Inner belt
 10. Set of nylon web gear
 11. Baseball cap
 12. Jacket
 13. Tactical vest carrier and Combination Ballistic/Stab Resistant Vest (CRB only) (if not already issued)
- E. The Employer shall furnish to members assigned to Weight Enforcement and K-9 the following items:
1. 3 BDU style shirts, black in color, with sewn on cloth badge and military name tag
 2. 3 BDU style pants, black in color
 3. Boots
 4. Inner belt
 5. Set nylon web gear
 6. Firearm
 7. Handcuffs and case
 8. Disabling agent and holder
 9. Ammunition and magazine holder
 10. Collapsible baton and holder
 11. Baseball cap
 12. Jacket
 13. Combination Ballistic/Stab Resistant Vest, upon request of the bargaining unit member (if not already issued)
 14. Tactical vest carrier upon request of the bargaining unit member (if not already issued)

- F. The Employer shall furnish to members assigned to SWAT the following items:
1. Firearm
 2. Ammunition
 3. Disabling agent and holder
 4. Ballistic/stab vest
 5. Tactical vest carrier
 6. Baseball cap
 7. 2 Black polo shirts-short sleeve
 8. 2 Black polo shirts-long sleeve
 9. 5 T-shirts
 10. Jacket
 11. Fleece jacket
 12. 2 Green BDU pants
 13. 3 Black BDU pants
 14. 2 Black BDU shirts-long sleeve
 15. 2 Black BDU shirts-short sleeve
 16. Radio holder
 17. Holster and gun belt
 18. Handcuffs and case
 19. 2-9mm magazine holders
 20. 2 Pairs of gloves
 21. Flashlight
 22. Boots
- G. For purposes of Article 16, and as an exception thereto, any member who, within twenty-four (24) months prior to a change of classification or assignment, has already been issued/furnished specified items under Article 16 in their previous assignment, but that are also included in the list of new items required to be issued/furnished to them in their new assignment/classification, need not be re-issued duplicate items in their new assignment, except where the existing item is either visibly worn, damaged or unserviceable.
- H. Members assigned to the POTC classification shall be required to maintain the following authorized Class A uniform items:
1. Summer shirt & winter shirt
 2. Pant (year-round)
 3. Jacket
 4. Felt and Straw Hat
 5. Boots
 6. Breast badge
 7. Hat badge, acorn and strap
 8. Name bar
 9. Collar brass

10. 26 buttons
11. Tie
12. Belt
13. Raincoat and rain cover for hat

The Employer will determine, in its discretion, the standard daily uniform for all deputies. The standard daily uniform shall be designated by the Employer by Division and all members assigned to that Division shall be required to comply with the standard daily uniform policy. By way of example, if the Employer designates Class C as the standard daily uniform within the Patrol Division, members assigned to that Division are not permitted to wear a Class A/B for normal daily work activities. Notwithstanding the foregoing, if the Employer changes the standard daily uniform (excluding for any special event), the Employer shall provide at least one-hundred and eighty (180) days' notice to any currently or subsequently affected member and shall furnish three (3) standard daily uniform shirts and three (3) standard daily uniform pants as well as any other uniform items not previously issued to the member that are necessitated by the change in the daily uniform.

Members shall have at least sixty (60) days to purchase required uniform items following the first issuance of the uniform allowance after ratification of this Agreement.

Section 16.2 Loss or Damage Reimbursement

- A. The Employer shall reimburse members for loss or damage to the member's personal accessories and equipment, including eyeglasses, watches and plain clothes, when the said loss or damage occurs while the member is acting in the line of duty or engaged in the official business of the Employer. Any such loss or damage shall be reported to the member's immediate superior on an incident report within five (5) calendar days from the date of loss or damage. No reimbursement will be made when the loss or damage was the result of, or partially attributable to, the member's own negligence or misconduct.
- B. The monetary figures for reimbursement shall be determined by either the replacement cost or the estimated repair cost, whichever is less, as determined by the Employer.

Section 16.3 Uniform Allowance and Annual Issuance

- A. Members in a non-plain clothes assignment as specified in Section 16.5 shall be entitled to a fair wear and tear allowance for issued/authorized uniforms as defined in this Article. Non-POTC members will receive a \$550 allowance in January 2022, \$600 in January 2023, and \$650 in January 2024. POTC members will receive \$500 allowance payments in January and July of 2022, \$550 in January and July of 2023, and \$600 in January and July of 2024. Replacement of ballistic/stab resistant vests and tactical vest carriers shall not be counted against the credit set in this section.
- B. In July of 2022, 2023, and 2024, the Employer, through a vendor selected by the Employer, shall issue the following uniform items:
 1. Members assigned to the Corrections Division will be issued one (1) shirt and one (1) pair of pants, uniform class at member's discretion.

2. Members in a uniformed assignment in Patrol, Security Operations, Civil Process, K-9, and Weight Enforcement will be issued one (1) summer shirt, one (1) winter shirt, and one (1) pair of pants, uniform class at member's discretion.
3. Members assigned to the Training Academy and Community Response Bureau, will be issued one (1) long sleeve polo shirt, one (1) short sleeve polo shirt and one (1) pair of BDU pants.

Section 16.4 Cleaning for Uniformed Personnel.

The employer shall contract for the cleaning of all uniforms at no cost to the member. Each member shall be entitled to the cleaning of:

- A. No more than five (5) uniform pants and uniform jackets, per pay period
- B. No more than four (4) uniform jacket cleanings per year.
- C. No more than two (2) uniform hat cleanings per year.
- D. No more than twelve (12) uniform sweater cleanings per year.
- E. No more than five (5) uniform shirts or uniform blouses cleanings per pay period.

Section 16.5 Plain Clothes Allowance

- A. Members assigned to the Detective Bureau, Internal Affairs, SIU, Child Support Enforcement, Warrants and Extraditions, Environmental, SWAT and Civil Process who work in a plain clothes assignment shall receive an \$850 clothing allowance paid in January and July of 2022, \$875 in January and July of 2023, and \$900 in January and July of 2024. A member who transfers from a uniformed assignment to a plainclothes assignment after issuance of uniform allowance and prior to issuance of the next plain clothes allowance, shall receive the difference between the allowances provided in Sections 16.3(A) and 16.5, prorated for the number of pay periods remaining until the next plain clothes allowance. A member is entitled to the plain clothes allowance upon actual transfer to the assignment.

A member receiving the plain clothes allowance who departs service within three months of the date the allowance checks are issued shall have his or her final paycheck adjusted by an amount equal to 1/13th of the allowance for each pay period the member is no longer employed by the Sheriff. The bargaining unit member released from his or her regular assignment pursuant to Section 3.10 (B) is entitled to the plain clothes allowance. A member released from his or her regular assignment for at least six consecutive weeks pursuant to Section 3.13 shall receive a pro-rated plain clothes allowance in an amount equal to the percentage of weeks of the year the member is released from his or her regular duties.

- B. Members assigned to the Detective Bureau, Internal Affairs, SIU, Child Support Enforcement, Warrants and Extraditions, Environmental, Civil, and SWAT who are required to maintain uniforms, as specified in section 16.1 H, shall maintain such uniforms as part of their clothing allowance.

Section 16.6 Cleaning for Plain Clothes Personnel.

The employer shall contract for the cleaning of duty apparel for members in a plain clothes assignment. Each member shall be entitled to the cleaning of:

- A. No more than five (5) pants and jackets, five (5) skirts and jackets or dresses per pay period.
- B. No more than four (4) jacket cleanings per year.
- C. No more than two (2) hat cleanings per year.
- D. No more than twelve (12) sweater cleanings per year.
- E. No more than ten (10) shirt or blouse cleanings per pay period.

Per the Federal IRS regulations, members who receive the plain clothes allowance under Section 16.5 of this Agreement will have the contracted value of the dry-cleaning benefit added to their taxable federal income for their dry-cleaning benefit. The amount added to a member's taxable income for the dry cleaning shall be adjusted as the contracted rate changes. Members who are in a plain clothes assignment for part of the calendar year will have the total contracted value of the benefit prorated for an equivalent period of time the member is in the plain clothes assignment reported as taxable income. Those members who turn in the remainder of the issued voucher book for the previous year to the Sheriff's Finance Office no later than the close of business hours on December 5th of each year shall have the benefit prorated by the number of coupons removed from the book and that prorated amount will be added to the employee's taxable income for the previous year. Those members who fail to submit their issued voucher book from the previous year shall have the contracted value of the dry cleaning added to their taxable income for the previous year.

Section 16.7 Federal Income Tax.

All boots, shoes and BDU pants issued to members are considered to be a taxable fringe benefit and the cost of these items will be added to the employee's W2 as reportable income. Additionally, the plain clothes allowance, value of the dry-cleaning benefit for plain clothes members and the value of items adaptable for general use are considered to be a taxable fringe benefit. The cost of these items will be added to the employee's W2 as reportable income.

Section 16.8 Termination.

Upon termination, members shall return all issued uniform parts, accessories and equipment to the Employer. Such uniforms shall be cleaned and in transparent cleaning bags.

ARTICLE 17. PROFESSIONAL DEVELOPMENT

Section 17.1 College Tuition Reimbursement Program

Each bargaining unit member, who is pursuing a degree, as defined in Article 25, Section 21, shall be eligible for reimbursement of all college tuition costs in courses of instruction at an accredited community college, college or university, or over the internet, voluntarily undertaken by the member, provided the courses are work-related or are required for a work-related degree, as defined in Article 25. In accordance with the procedures and criteria listed herein, bargaining unit members shall also receive reimbursement of tuition costs associated with the member's successful completion of a Peace Officer certification program.

Any member requesting to attend a course of instruction must submit to the Sheriff the following for approval based on available funds.

- 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 classification; 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. Only educational courses that directly benefit the member in his or her duties in the Sheriff's Office will be taken under consideration by the Sheriff. All courses where reimbursement is requested must be taken at times other than the member's scheduled work hours. The Employer commits to reimburse members, in the aggregate, up to a maximum of one hundred and fifteen thousand dollars (\$115,000.00) per year, for tuition reimbursement under this Article. The Employer will reimburse a member or direct pay to the educational institution as follows: a maximum of six hundred seventy dollars (\$670.00) per credit hour up to a maximum of eight thousand forty dollars (\$8,040.00) per calendar year, and a maximum of four thousand dollars (\$4,000.00) for Peace Officer certification, unless the annual tuition reimbursement funds are exhausted. If at any time the available funds will not cover pending requests, then the pending requests will be processed based upon seniority. This section does not apply to training required by the Employer. Reimbursement of tuition costs shall be made to a member only upon official verification of successful completion of the class, course, or Peace Officer certification program. Successful completion shall require a grade of pass (pass-fail courses and Peace Officer certification), 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, he shall reimburse the Employer for any tuition reimbursement he received from the Employer through the provision of this Article for a period of 24 months prior to the date of termination. Any member required to reimburse the employer must do so prior to receiving his final paycheck from the Employer, or it will be deducted from the member's final paycheck. Any reimbursement made by the member will be re-credited to the amount set aside for the calendar year for reimbursement.

Section 17.2 Educational/Training Leave

Except as limited by Section 17.1, time off for educational courses may be granted by the Sheriff. An employee may be allowed time off from his position without loss of pay for the purpose of taking job related educational courses or training, at an approved educational institution. A member shall be granted an amount of time off that covers both the member's time in class and travel time of thirty (30) minutes each way. The inclusion of travel time in education and training leave does not increase the maximum time off permitted under this section.

Section 17.3 Required Training

All training required of and authorized for a member by the Employer, excluding Ohio Peace Officer basic training courses, shall be paid for by the Employer and not deducted from the tuition reimbursement fund established by this Article. The Employer shall pay all necessary, reasonable, authorized and approved expenses incident to such training for meals, lodging, parking, mileage, tuition, and fees in accordance with the Employer's rules and regulations and subject to established limits and rates.

All members shall be provided a minimum of twenty (20) hours of in-service training, per year. This in-service training shall be provided in classes of no less than four (4) hours each, which shall be scheduled with sufficient frequency to permit all members to attend. In addition, firearms training will be conducted for all POTC members at least twice a year in classes of no less than two (2) hours each.

Section 17.4 Training for Supervisors

Upon promotion to the rank of Sergeant, and within the first year of the assignment, the promoted member shall, in addition to state mandated training, be required to successfully complete a first line supervisory course. In both the second and third years of this Agreement, all supervisory members shall receive a minimum of eight (8) hours of supervisory training in addition to the training mandated in Section 17.3.

Section 17.5 Field Training Officers

Field Training Officers (FTO's) shall be selected at the discretion of the Sheriff or his designee from those members in Step D or above, desirous of such an assignment. Newly selected FTO's, outside of the Division of Corrections, without prior FTO experience shall receive specialized training in state approved and/or certified programs (where available) for their Division for the purpose of developing skills necessary to fulfill their role. FTO's shall receive one hour of compensation paid at one and one-half of member's base rate of pay, and one hour of compensatory time, for every eight hour shift that they serve in the capacity of FTO. However, this compensation will not be paid if the member serves less than four (4) hours in the capacity of an FTO or if the member works less than a full shift as a result of his or her own leave or absence from duty. No more than one and one-half hour of pay can be earned in a twelve hour period.

FTO programs shall be required for all initial assignments (including supervisors) and shall have established time frames, goals/objectives, written evaluations and feedback. Newly hired members in the Division of Corrections shall be required to successfully complete an on-the-job training program with an assigned Field Training Officer (FTO) prior to receiving a regular assignment.

Section 17.6 Instructor Training

Beginning on November 1 and continuing through November 30 of each calendar year, the Sheriff shall post in the Bulletin a request for all members who wish to apply to attend training courses that will permit them to become certified in law enforcement basic Instructional skills,

or other specialized areas of law enforcement instruction to respond to via e-mail to shrfbtln@franklincountyohio.gov before the close of the posting period. On or before January 7, the Sheriff shall notify the four (4) most senior deputies and two (2) most senior supervisors (total FCSO seniority and not seniority in rank) that have applied they have been approved to attend such training. No member will be approved or permitted to attend such training if they do not meet the selection criteria set forth in section 9.5 (A), (B), or (C).

It is agreed that the FCSO will make a good faith effort to enroll the selected members in the instructional training courses that they have been approved to attend. If a member is unable to attend instructional training due to enrollment limits of the course, the member shall be given priority over all members the following calendar year to apply and attend said instructional training.

A member approved to attend such training and enrolled, shall not be permitted to withdraw without good and just cause. If the member does not have good and just cause, they shall be prohibited from applying to attend another training course for a period of two (2) years. Any member who attends an instructional training course and fails to pass and/or obtain an instructor's certificate shall be prohibited from applying to attend another training course for a period of two (2) years.

Any members who have been approved but who are unable to attend instructional training due to personal hardship or by disqualification by application of section 9.5 (A), (B), or (C), the Sheriff will make a good faith effort to fill the training slots vacated with the next most senior member who applied to attend the training course.

ARTICLE 18. STANDARD WORKWEEK AND OVERTIME

Section 18.1 Definition

The work week shall consist of forty (40) hours based on five (5) consecutive eight (8) hour work days and two (2) consecutive days off or four (4) consecutive ten (10) hour work days and three (3) consecutive days off. The salary and wage rates prescribed in the pay plan for the respective classes of positions are based upon an average work week of forty (40) hours and a work year of two thousand and eighty (2,080) hours.

- A. The K-9 work week may consist of four (4) ten (10) hour days with consecutive days off.
- B. The shifts for the following positions shall be A Co., 7am to 3pm and are seniority-based jobs and filled pursuant to seniority job bidding procedures in Article 9, Sections 9.1-9.5:
 - a. Sergeant, Patrol Division, FTO Coordinator
 - b. Community Response Bureau Lieutenant
 - c. Sergeant Community Liaison
 - d. Deputy Community Liaison
- C. Although the Agreement does not permit "variable hour assignments", the positions listed in 18.1(B) may involve conducting or attending to duties outside the member's regular shift, and a member selected to fill the vacancy may therefore voluntarily alter his/her regular duty hours from time-to-time at his/her option and in consultation with his/her supervision without it constituting a change of assignment.

- D. The regular work week for CPO deputy assignments shall consist of four (4) ten (10) hour days with consecutive days off. The four (4) CPO deputy positions listed below shall consist of the following hours and days off:
- a. 8:00 a.m. to 6:00 p.m. Tuesday-Friday, with Saturday, Sunday, and Monday off;
 - b. 2:00 p.m. to 12:00 a.m. Monday-Thursday, with Friday, Saturday, and Sunday off;
 - c. 2:00 p.m. to 12:00 a.m. Tuesday-Friday, with Saturday, Sunday, and Monday off;
 - d. 7:00 a.m. to 5:00 p.m. Tuesday-Friday, with Saturday, Sunday, and Monday off.

Section 18.2 Overtime and Overtime Scheduling

- A. Bargaining unit members shall be compensated at the applicable rate of pay for all hours in paid status, except that all hours in paid status in excess of forty hours in any workweek shall be compensated at one and one-half (1½) times the member's applicable rate of pay, including the service credit payment and shift differential. Whenever a bargaining unit member is required to work or to report on his regular day(s) off or approved leave, the member shall be compensated at two (2) times his applicable rate of pay for each hour, provided the member has accumulated or does accumulate forty (40) hours in paid status in that workweek. Members working overtime shall be compensated at the applicable overtime rate for a minimum of two (2) hours, unless such overtime is in conjunction with their regular shift hours.
- B. To the extent practical, good faith efforts will be made, consistent with efficient and effective operation of the Employer, to endeavor to rotate pre-scheduled overtime assignments among qualified bargaining unit members. Inability to work a pre-scheduled overtime assignment due to illness or death in the family will not require the member to charge such absence against sick leave. Pre-scheduled overtime shall be defined as those hours in paid status in excess of forty (40) hours in any work week to which a member has been scheduled to work or to attend training having been sent notice at least seventy-two (72) hours prior to such assignment. The date of the order scheduling the overtime or training shall be evidence of the date of notice. If this notice is not given within these time constraints, the member shall be paid at the rate of two (2) times his applicable rate of pay for all hours in attendance for a minimum of three (3) hours. Members working pre-scheduled overtime with more than seventy-two (72) hours' notice on their regularly assigned day(s) off shall be paid the double time rate for a two (2) hour minimum. Members working pre-scheduled overtime with more than seventy-two (72) hours' notice shall be compensated at the applicable overtime rate for a minimum of two (2) hours, unless such overtime is in conjunction with their regular shift hours or when a member departs the overtime prior to completion of the minimums.
- C. Members who work any grant funded program shall be paid in cash at one and one-half (1½) times the member's applicable rate of pay when such work is outside of normal duty hours and at two (2) times the applicable rate of pay when such work is on the member's regular day off. Work outside of normal duty hours or on a regular day off on a grant funded program is strictly voluntary.

Section 18.3 Court Time

- A. If the Sheriff's Office Court Liaison places a bargaining unit member on call for a court appearance, the member will be paid a minimum of two (2) hours. Any additional "on-call" pay beyond the original two (2) hours shall be for actual hours remaining on call. When the two (2) hours have elapsed without further communication, the member shall be considered released.
- B. Except as provided in Subsection A, bargaining unit members who are required to make a court appearance shall be paid at time and one-half the member's applicable rate of pay for appearing in court, but shall be paid a minimum of three and one-half (3.5) hours. Members, who are required to make multiple court appearances on the same day, will not receive the three and one-half (3.5) hour minimum more than once during the AM and more than once during the PM of any court day nor will this minimum apply when the court time overlaps into the member's regularly scheduled work hours. If a member is called to court on his day off or while on approved leave, the member shall receive double time for a minimum of three and one-half (3.5) hours. Court time does not apply to court appearances for personal matters or for matters not required by the member's duties as a Franklin County Sheriff's Deputy.

Section 18.4 Change of Assignment

A member shall be given at least seventy-two (72) hours advance notice of any change in his work hours and/or work days, unless caused by an event that was unexpected seventy-two (72) hours prior. If notice is not given within these time constraints then the member shall be compensated at the rate of two (2) times his applicable rate of pay for all hours worked which deviate from his assigned work hours and/or work days immediately prior to such change, for seventy-two (72) hours after receiving notice of change.

Section 18.5 K-9 Scheduling

It is recognized that time spent by canine handlers in the care and maintenance of their dogs on regular days off, during off hours on regular work days, and on paid leave is working time. In order to compensate a canine handler for these activities, he shall be granted sixty (60) minutes of regular pay for each regularly assigned eight (8) hour work shift. This compensation shall be paid to the canine handler by allowing him to take sixty (60) minutes of time off, with pay, on each assigned work shift. This sixty (60) minutes counts as hours worked for purposes of computation of overtime eligibility under the agreement. When the Employer is unable to allow a canine handler to take sixty (60) minutes of time off, with pay, during an assigned shift because of the necessary performance of other required work duties, the canine handler shall receive regular pay for the performance of such work duties during the sixty (60) minute period, and in addition shall receive sixty (60) minutes of overtime, to be paid at the applicable overtime rate including the service credit payment and shift differential, as compensation for his canine care and maintenance activities. If a canine handler is on approved leave for an entire workday, the amount of said leave hours shall be minus the sixty (60) minutes of compensable canine care time if applicable to that day.

Section 18.6 Shift Preparation/Roll Call

For the Corrections Division only, the shift commander and the booking supervisor, or their designated replacement, and for the Patrol Division, the patrol shift commander or his designated replacement, on each shift may report for duty thirty (30) minutes before their shift commences to prepare for their regularly scheduled shift. These supervisors shall be paid at one and one-half times their applicable rate for this thirty minutes of overtime so long as they work their regular assigned shift on the day that they report early for duty.

Section 18.7 Voluntary overtime in correctional facilities

When FCSO has determined a need for voluntary overtime in one or both of the correctional facilities, members from all divisions are eligible to sign up and work said voluntary overtime. The primary obligation of the employee signing up for voluntary overtime will be their regular assignment in the Division to which they are assigned in a timely manner, namely at the beginning of their assigned shift.

1. Members, who voluntarily sign up to work overtime in one of the correctional facilities, be allowed sufficient transitional travel time, not to exceed fifteen (15) minutes, between their regularly assigned worksite and the correctional facility in which they are scheduled to work voluntary overtime.
2. Members who voluntarily sign up to work overtime in one of the correctional facilities, be allowed sufficient transitional travel time, not to exceed fifteen (15) minutes, between the correctional facility in which they are scheduled to work voluntary overtime and their regularly assigned worksite.
3. Members shall complete their regular duty assignment and then proceed to the voluntary overtime assignment within the transitional travel time period, not to exceed fifteen (15) minutes. Conversely, members shall be permitted to leave their voluntary overtime assignment fifteen (15) minutes early, which shall be the transitional travel time, and proceed to their regular assignment.
4. The transitional travel time, not to exceed fifteen (15) minutes, between the member's regularly assigned worksite and the correctional facility, or vice versa, shall be compensable time at the applicable overtime rate.
5. A member who exceeds the transitional travel time will not be subject to discipline, provided that notice is given by the member's overtime supervisor to their regular assignment supervisor, or vice versa; or provided that notice is given by the member to their overtime supervisor or their regular supervisor if the member is unavoidably delayed by bona fide unforeseen circumstances during travel (e.g., traffic accidents, traffic jams, mechanical problems). Members will not be compensated for any travel time in excess of the established transitional travel time.

ARTICLE 19 HOLIDAYS

Section 19.1 Holidays Bargaining unit members are entitled to observe as holidays those dates specified in Section 124.19 of the Ohio Revised Code and celebrated on those dates as specified by the Board of County Commissioners at the beginning of each calendar year.

- New Year’s Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving (observed Columbus Day)
- Christmas Day

Section 19.2 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.

When days off fall within Monday through Friday, Holidays shall be celebrated in accordance with the charts below.

Holiday is recognized on Monday.

Sunday	<i>Monday</i>	Tuesday	Wednesday	Thursday	Friday	Saturday
OFF	OFF	<u>HOL</u>	WORK	WORK	WORK	WORK
<u>HOL</u>	OFF	OFF	WORK	WORK	WORK	WORK

Holiday is recognized on Tuesday.

Sunday	<i>Monday</i>	<i>Tuesday</i>	Wednesday	Thursday	Friday	Saturday
WORK	OFF	OFF	<u>HOL</u>	WORK	WORK	WORK
WORK	<u>HOL</u>	OFF	OFF	WORK	WORK	WORK

Holiday is recognized on Wednesday.

Sunday	<i>Monday</i>	Tuesday	<i>Wednesday</i>	Thursday	Friday	Saturday
WORK	WORK	OFF	OFF	<u>HOL</u>	WORK	WORK
WORK	WORK	<u>HOL</u>	OFF	OFF	WORK	WORK

Holiday is recognized on Thursday.

Sunday	<i>Monday</i>	Tuesday	Wednesday	<i>Thursday</i>	Friday	Saturday
WORK	WORK	WORK	OFF	OFF	<u>HOL</u>	WORK
WORK	WORK	WORK	<u>HOL</u>	OFF	OFF	WORK

Holiday is recognized on Friday.

Sunday	<i>Monday</i>	Tuesday	Wednesday	Thursday	<i>Friday</i>	Saturday
WORK	WORK	WORK	WORK	OFF	OFF	<u>HOL</u>
WORK	WORK	WORK	WORK	<u>HOL</u>	OFF	OFF

Thanksgiving and Day after Thanksgiving.

Sunday	<i>Monday</i>	Tuesday	Wednesday	<i>Thursday</i>	<i>Friday</i>	Saturday
WORK	WORK	WORK	OFF	OFF	<u>HOL</u>	<u>HOL</u>
WORK	WORK	WORK	<u>HOL</u>	OFF	OFF	<u>HOL</u>
WORK	WORK	WORK	<u>HOL</u>	<u>HOL</u>	OFF	OFF

Section 19.3 Holiday Time Off

For each actual holiday observed on a member's workday, said member may be excused from work on such day at the discretion of the Sheriff or his designee. A member may elect to take a workday off within the biweekly pay period in which his day celebrated as a holiday falls in lieu of receiving holiday pay, except if he was excused from work on the actual holiday, subject to approval of the Sheriff or his Designee. If a holiday occurs while a member is on approved paid leave, such day shall not be charged against such leave, but shall be considered holiday time off.

When a member is scheduled to work the holiday and submits a compensatory time request for the holiday off and that request is approved, the member then gets the holiday off. The member is entitled to eight hours of holiday pay and no deduction shall occur from the member's compensatory time. Per established practice, approval of the compensatory time request is conditioned upon the timely submittal of the leave request and another member signing up to work the hours in place of the member requesting the compensatory time off.

Section 19.4 Celebrating Holidays

For purposes of holiday pay, holiday time shall apply to the workday on the date celebrated as a holiday. For purposes of recording holiday time on payroll records and determining qualification for holiday pay, members assigned to the 11:00 p.m. - 7:00 a.m. tour of duty shall celebrate their holiday on the day preceding the day officially recognized as a holiday. (For example, when the Christmas holiday falls on a Tuesday, members reporting for duty at 11:00 p.m. on December 24th and working until 7:00 a.m. on December 25th shall have their holiday recorded on the time sheets as Monday, December 24th. Any overtime worked immediately preceding or following the shift would be paid as holiday time pursuant to this article.) Other than as described for the third shift member, a member shall not receive holiday pay, for a single holiday, for work performed on two calendar days. A member may not use leave in lieu of the paid holiday time.

Section 19.5 Holiday Pay

When a member works a day celebrated as a holiday, he shall be paid at time and one-half (1½) the applicable rate of pay for the first eight (8) hours worked (ten [10] hours if applicable) in addition to his regular eight (8) hours (or ten [10] hours) holiday pay. For all time worked in excess of eight (8) hours (or ten [10] hours) on such holiday, the rate of compensation shall be at the double time and one-half (2½) rate. The member shall be paid holiday pay for the pay period in which it is earned. A member not in paid status the day preceding or the day following a holiday will not receive holiday pay if he does not work the holiday.

ARTICLE 20 INJURY LEAVE

Section 20.1 Qualification, Reporting, and Procedures

Except as provided herein, each bargaining unit member who is disabled from performing the duties of his employment with the Employer due to bodily injury sustained by the member or serious illness contracted in the course and scope of such employment shall receive in lieu of the benefits conferred upon members by the sick leave provisions contained Article 22, injury leave at his applicable rate of pay. The injury or serious illness must be sustained or contracted in the course and scope of employment, and must not have resulted from misbehavior on the part of the bargaining unit member. Injury leave shall be paid for no more than a total aggregate of 1,388 hours for any member for loss of time related to a bodily injury or serious illness received while on duty. Injury leave will be for the immediate loss of time or continued treatment of such injury or illness, not to exceed the aggregate of 1,388 hours. The receipt of benefits pursuant to the provisions of this Article shall not take or otherwise affect the accrual of sick leave, vacation time, seniority, or other benefits of employment. For purposes of this Article, serious illness means any illness such as hepatitis or the like, which is directly connected to the handling of prisoners or members of the public with the same illness. This section does not apply to new hires in their initial probationary period until they have successfully completed Basic Corrections Training Academy.

- A. The Employer and the Lodge have jointly developed the following procedure for administering this Article:
 1. Sheriff's Office employees who are disabled from performing the duties of their employment with the Employer due to bodily injury sustained or serious illness

contracted in the course and scope of such employment shall follow the procedures contained herein:

- 1.1 Submit an injury report form number SHR-AD-09, through the chain of command within twenty-four (24) hours of the injury or within twenty-four (24) hours of the realization of serious illness contracted;
 - 1.2 If the employee is unable to submit an injury report due to incapacity, the employee's immediate supervisor shall cause the form to be submitted;
 - 1.3 If the employee requests time off for injury or serious illness the employee shall submit an injury leave request form number SHR-AD-26, completed in full with the supporting medical documentation, including the physician's statement; and
 - 1.4 In all cases of injury sustained by an employee, regardless of severity or whether injury leave is to be requested, it shall be mandatory for the injured employee to file the injury report form SHR-AD-09.
 - 1.4.1 The filing of this report shall provide the factual basis to support an injury leave request if filed at a subsequent date.
2. All requests for injury leave shall be supported by medical documentation.
- 2.1 Requests not supported by medical documentation from a licensed physician or medical professional shall not be considered.
 - 2.2 The employer may order the member to obtain additional documentation relevant to the injury. Failure of the member to comply with the request may result in the member's disqualification for injury leave.
 - 2.3 Before granting injury leave or during the course of injury leave, the Sheriff may order the member to be evaluated by a physician specializing in the practice areas that are relevant to the member's condition. This physician will be selected from a panel of physicians that are affiliated with or recommended by Ohio Health Hospitals, Mount Carmel Hospitals including St. Ann's Hospital, and/or The Ohio State University Medical Center or physicians associated with the Association for Psychotherapy, Inc.
3. Upon being notified that an employee is unable to report to work due to an injury or serious illness covered by this procedure, the supervisor shall mark the time report with "SK."
- 3.1 Such notification indicates only a request and no actions of the supervisor shall be constructed to expressly or implicitly authorize the usage of injury leave.
4. After the completion and submission of the required documents specified above a determination shall be made by the Sheriff concerning the granting of injury leave.
- 4.1 If the injury leave is granted, the time report shall be so marked to indicate such approval and use of accrued sick leave will be re-credited to the member.

- 4.2 If the injury leave is disapproved, the time report shall be so marked to indicate the use of accrued sick leave.
- 4.3 The concerned employee shall receive written notification of approval or disapproval of injury leave.

Section 20.2 Coordination with Workers' Compensation

A member shall not receive both Workers Compensation benefit payments and injury leave payments for the same period of time. If a member is eligible for injury leave under this Article for an injury or illness contracted in the course and scope of employment, such determination shall not be used or construed as an admission by the Employer that the member is entitled to Workers' Compensation benefits.

**ARTICLE 21. VACATION LEAVE, PERSONAL LEAVE,
COMP TIME AND MILITARY LEAVE**

Section 21.1 Vacation Accrual

All bargaining unit members shall be entitled to accrue annual vacation leave according to the following schedule: 1) after service of one 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; 2) after service of five years shall have earned and is entitled to one hundred twenty (120) hours of vacation leave with full pay; 3) after service of ten years shall have earned and is entitled to one hundred sixty (160) hours of vacation leave with full pay; 4) after service of fifteen years shall have earned and is entitled to one hundred eighty (180) hours of vacation leave with full pay; 5) after service of twenty years shall have earned and is entitled to two hundred (200) hours of vacation leave with full pay. Annual vacation leave shall accrue to the member at the appropriate rate each pay period.

Section 21.2 Vacation Incentive for Non-Use of Sick leave

All bargaining unit members shall be entitled to an additional eight (8) hours of vacation leave with full pay for every quarter (January - March; April - June; July - September; October - December) of the contract year in which sick leave is not used. Usage of sick leave of up to four (4) hours each for one (1) documented medical examination per year, two (2) documented dental examinations per year (up to four hours each), and one (1) documented eye examination per year will not be counted as used sick leave for purposes of receiving the eight (8) hours of vacation credit.

Section 21.3 Prior Vacation Credit

Employees hired before November 9, 1999, 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 November 9, 1999 shall only have prior service with the Sheriff, as a corrections officer with the State of Ohio or a county agency within the State of Ohio, or as a full-time sworn Peace Officer within the State of Ohio counted as service for the purpose of computing vacation leave entitlement.

Prior vacation service credit under this section will be counted toward service for the purpose of computing vacation entitlement under Section 21.1 from the first date which the bargaining unit member provides the Employer with written verification from the previous employer(s) as to the dates of service and the specific classification(s) held. The higher accrual due rate due to prior service credit applies prospectively without any entitlement to a "retroactive" adjustment of vacation leave based on prior service credit.

Section 21.4 Scheduling Vacation Leave

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. Vacation leave requests by a member already granted primary time off by seniority shall be on a first come, first serve basis.

Section 21.5 Vacation Leave Payout

This payout provision applies to a member who, as of October 30 of each year has accrued but unused vacation hours in excess of two times his annual accrual of vacation leave. Such a member may make written application to the Finance Office between November 1 and November 30 to cash in no more than one hundred sixty (160) hours in excess of two times his annual accrual of vacation leave. The written application shall be time-stamped in order of receipt. Provided that funding is available, the payout shall be made to the members in the order that the applications were received. It shall be paid no later than when the check is issued for the second pay period in January of the year following such request. The payout will be made at the member's hourly rate of pay at the time of payout. Vacation credit in excess of three (3) times the allowed maximum accrual will be eliminated by pay period from the employee's vacation leave balance except as herein provided. This elimination will not occur provided the member submits a vacation leave request at least sixty (60) days in advance of the time off requested and the time off request is denied. If the member submits a vacation leave request, as required above, and the time off request is denied, the member will be able to accrue vacation leave in excess of the maximum accrual in an amount not to exceed the amount of time denied. The member then shall have ninety (90) days from the date of denial in which to use this time. Failure to use this time within these ninety (90) days will result in such time being eliminated from the member's maximum accrual.

Section 21.6 Personal Emergency Leave

- A. Members shall be credited with forty (40) hours of personal emergency leave (PEL) each year beginning the first day of the member's base pay period. Members may have PEL for absence due to any matter of a personal nature. Any PEL not used in the calendar year up to a maximum of sixteen (16) hours will be paid out on an hour for hour basis in a cash conversion no later than when the check is issued for the second pay period in January of the year following such conversion. PEL may be taken at the discretion of the member in eight (8) hour increments. The leave is subject to a one (1) hour call-off prior to the start of the member's shift. Members working a four-ten (4-10) assignment wishing to use a PEL must supplement two (2) hours of PEL time with any discretionary leave other than sick leave.

- B. When PEL is used it shall be deducted from the unused balance of the member's PEL on the basis of one hour for every hour of absence. Compensation for such leave shall be equal to the member's applicable rate of pay.
- C. There shall not be allowed any carry forward of PEL from year to year.
- D. New members, hired subsequent to the base pay period, shall be credited with forty (40) hours of PEL, less one and five-tenths (1.5) hours 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.
- E. Members, with seven or less years of service, who separate from service shall receive a reduction of PEL 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 member.

Section 21.7 Compensatory Time

At the request of the member, the member may accumulate and maintain up to one-hundred and fifty-six (156) 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 member's applicable rate of pay. Compensatory time accumulation shall carry over from year to year, except that a member is entitled to elect to be paid out for any of his or her accumulation once per month during the calendar year except for the month of December. An election to cash out accumulated, unused compensatory time may be made by submitting a request to the Sheriff for such payout by the first day of the month in which the payout is sought, and the date of payment of compensatory time cash payout shall be by the end of the month in which the payout is sought. There are no time limits for prior submission of compensatory time off requests, however, such requests must be made in advance and are subject to supervisory approval; however, if a request is submitted at least ninety-six hours in advance, such request shall not be denied solely because approval of the request may result in scheduling another member to work in an overtime status.

Requests for compensatory time off made by Common Pleas Court Services Unit ("CPCSU") deputies that are made at least 96 hours in advance shall be approved and any shortage of staffing in CPCSU may be filled with a POTC deputy at the discretion of the Sheriff consistent with this CBA.

In Corrections only, ninety-six (96) hours prior to the start of each shift, correctional facility supervisors shall determine whether the number of compensatory time off requests that have been submitted need to be filled by overtime positions in order to maintain adequate and safe facility staffing for the shift in question. This determination will take into account the particular needs of the facility, which will include consideration of the number of members who are scheduled off duty (e.g., vacation, personal leave, sick leave) and who have requested time off on compensatory time.

As soon as practicable, but no later than seventy-two (72) hours prior to the start of each shift, correctional facility supervisors, after conferring with and obtaining the approval of the facility commander, shall post the number of overtime positions that have been determined necessary for the shift in question. Said overtime positions shall then be filled on a voluntary sign-up basis by members who are eligible to fill such positions. The posting for overtime positions shall remain open for a period of twenty-four (24) hours.

If all of the posted overtime positions are not filled on a voluntary basis, the requests of the members for compensatory time off for the shift in question may be denied by the correctional facility supervision.

If the posted overtime positions are not filled on a voluntary basis and correctional facility supervision determines that it will be necessary to cancel compensatory time off requests, said requests shall be cancelled in reverse order of the time that they were received, with the latest request being cancelled first. If two requests were received at the same time, the request of the member with the least amount of seniority will be denied first.

Members who have requested compensatory time off will be required, prior to taking said time off, to verify with their shift supervision that their request has been approved, and members who have not obtained written or verbal approval of their compensatory time off request, are required to report to duty at their regularly scheduled time.

No member's previously approved vacation or personal leave shall be canceled to permit another member to take compensatory time off.

Section 21.8 Discretionary Leave Calculation Errors

Where a member has been marked absent without leave (AWOL) due to a member's error in calculating available discretionary leave balance (vacation, personal leave, compensatory time) and the member has sufficient existing discretionary leave to cover the absence, the member shall be given the opportunity to modify/supplement the leave request payable in a subsequent pay period using an alternative available discretionary leave bank. The member remains subject to disciplinary action under section 7.5 Progressive Action.

Section 21.9 Primary and Secondary Time Off Requests

- A. Each member shall be granted one primary time off request, which may include any combination of accrued vacation, personal, or compensatory leave, on the basis of seniority. Such request is to be submitted by January 31st of the year of request. Effective January 1 of each year of this agreement, between June 1 and September 1, all primary time off requests will be limited to eighty (80) hours of time off.
- B. If time off is available after primary time requests have been approved, each member shall be granted one secondary time off request, which may include any combination of accrued vacation, personal, or compensatory leave, on the basis of seniority. Such request is to be submitted between February 1 and February 28 of

the year of request. All secondary time off requests will be limited to eighty (80) hours of time off.

- C. All time off requests under this section shall be clearly marked by the member as either "primary" or "secondary" time off. Primary and secondary time off will have priority over other requests for discretionary leave.

Section 21.10 Separation Payout

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

Section 21.11 Survivor Benefit

In the event of a bargaining unit member's death, any unused vacation leave, personal leave and compensatory time 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 21.12 Subpoena Leave

Members shall honor all subpoenas or notices of hearing (to include jury duty) issued to them. Upon receipt of a subpoena or notice of hearing the member should complete the "request for leave" form indicating the date(s) and time(s) for which leave will be necessary, and submit the form to his supervisor. A copy of the subpoena or notice of hearing shall be attached to the "request for leave" form. A member shall be paid his applicable rate of pay while on such leave and any other compensation received by the member for appearing is to be remitted to the employer, less parking and mileage (unless county vehicle is used) expenses. If the concerned member can be reasonably expected to leave work in time to reach the hearing and/or return to work following the hearing, he is expected to do so. Any member who is required by the Employer to be on duty more than eight (8) hours (or ten hours if applicable) on his workday or for any hours on his day off due to being on leave provided by this section shall be paid for such leave in accordance with Section 18.2 of this Agreement.

When a member must appear on a subpoena or notice of hearing for personal reasons not work related, excluding jury duty, leave under this section cannot be granted, but the member may apply for vacation, personal or compensatory leave to insure compliance with the subpoena.

When a member must appear on a subpoena or notice of hearing for personal reasons which are work related, and in which the employer is an adversarial party, leave under this section will only be granted for time that is encompassed within his scheduled work shift, and such time shall not be considered hours worked for purposes of computing overtime.

Section 21.13 Military leave

- A. Members who are also members of the Ohio National Guard, the Ohio Military Reserve, the Ohio Defense Corps, the State and Federal Militia, or other reserve components of the armed forces of the United States, are entitled to short-term military leave, with full pay, for up to thirty-one (31) days, but no greater than one hundred seventy-six (176) hours in any calendar year, for such time as they are in military service on field training or active service. When a member is scheduled for military service and has provided documentation, he shall be excused from duty and marked on "military leave" of eight (8) hours for any day of military service occurring on a member's regular workday. Leave in excess of thirty-one (31) calendar days, and greater than one hundred seventy-six (176) hours in a calendar year shall be taken as military leave without pay, vacation leave, personal leave or compensatory time. The member shall submit the desired leave request through his chain-of-command for approval.
- B. A member who is ordered into active duty by the Governor of the State of Ohio or by the President of the United States, upon expiration of the aforementioned short-term paid military leave of one hundred seventy-six hours, shall be paid either the difference between their regular base salary less whatever amount such member receives as military pay or five hundred dollars (\$500.00) per month, whichever is less. If the member's military pay exceeds his or her regular base pay, the member shall not receive any additional compensation from the Sheriff's Office. The member shall be eligible for this differential pay upon expiration of the Sheriff's Office short-term military paid leave. In order to qualify for this differential pay, the member shall, upon receipt of his or her military pay voucher which documents the military pay rate and dates of the pay period, submit a copy to the Sheriff's Payroll. The differential pay shall cease upon the member's release from active duty. The member does not accrue vacation and sick leave while on extended military leave; however, the member shall continue to receive all health insurance benefits provided under Article 24.

ARTICLE 22. SICK LEAVE

Section 22.1 Sick Leave Conversion and Entitlement

- A. If a member is killed in the line of duty, all of the member's accrued but unused sick leave shall be paid at one hundred percent of the member's base rate of pay to the member's surviving spouse, domestic partner or secondarily to the member's estate.
- B.
 - 1. If a member separates from active service with the requisite minimum service of eight (8) or more years, the member may elect to be paid for all, or a designated part, of the member's accrued but unused sick leave credit, paid at twenty-five percent of the member's base rate of pay.
 - 2. If a member separates from active service with the requisite service of eighteen (18) or more years, the member may elect to be paid for all, or a designated part, of the member's accrued but unused sick leave credit, paid at fifty percent of the member's base rate of pay.
 - 3. A member with eighteen (18) or more years of continuous service with the Sheriff's Office may elect to be paid a one-time payment of up to three-quarters

(3/4) the member's accrued sick leave balance, not to exceed 1,000 hours.

Accrued sick leave payout shall be paid only once to any member. This payment shall be paid at fifty percent of the member's hourly base 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. 1 or B. 2, above.

- C. In the event a member dies while employed by the Sheriff, except as provided in paragraph A of this Section, and the member has the requisite minimum service listed in paragraph B of this Section, the member's spouse, domestic partner or secondarily the member's estate shall be paid according to the schedule set forth in paragraph B of this Section.
- D. Requisite service shall be defined as service with the Employer and prior service with the State of Ohio, any political subdivision thereof, or any combination thereof, provided a member has notified the Human Resources Department of any such prior service and the Employer has received verification of such prior service.
- E. If a member with such prior service has received a pay out from a previous employer for accrued but unused sick leave hours, no sick leave credit will be given to the member by the Employer for such prior service.
- F. Accrued sick leave payout upon retirement, resignation or death shall be paid only once to any member. This payment shall be based on the member's applicable hourly rate of pay at the time of retirement, resignation or death, and, eliminates all sick leave credit accrued but unused by the member at the time payment is made. There will be no annual sick leave cash in except as provided in Section I, below.
- G. Each member shall earn sick leave at the rate of 4.6 hours for eighty (80) or more hours while on active pay status in a pay period. The time credit is strictly proportionate to the hours in paid status in any pay period.
- H. Each member may, during the month of January, convert up to forty (40) hours of sick time to vacation time, which will be available the first full pay period beginning in February, subject to the following conditions:
 - 1. A member must convert in eight (8) hour increments.
 - 2. Sick time shall be converted at a rate of two (2) hours of sick time for one (1) hour of vacation time.
 - 3. Once the sick time has been converted to vacation time it shall not be converted back to sick time.
- I. This cash in provision applies to a member who, as of November 30 of each year has a minimum of two hundred forty (240) hours of accrued but unused sick leave. Such a member may make written application to the Finance Office between December 1 and December 31 to cash in no more than ninety-six (96) hours in excess of the 240-hour minimum. It shall be paid no later than when the check is issued for the second pay period in February of the year following such request. The cash in payment will be made at the member's hourly rate at the time of the payout.

Section 22.2 Uses of Sick Leave

- A. Sick leave shall be granted to an employee only upon approval of the Sheriff and for the following reasons:

1. Illness or injury of the employee or a member of his immediate family living in the same household. (In case of a member of the immediate family not living in the same household, the Employer may credit sick leave when it appears justified).
2. Medical, dental, or optical examination or treatment of an employee or member of his immediate family living in the same household (in case of a member of the immediate family not living in the same household, the Employer may credit sick leave when it appears justified).
3. If a member of the immediate family living in the same household (in case of a member of the immediate family not living in the same household, the Employer may credit sick leave when it appears justified) is afflicted with a contagious disease or requires the care and attendance of the employee or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
4. Pregnancy and/or childbirth and other conditions related thereto.

Section 22.3 Sick Leave Mark Off Statements.

After a member's third (3rd) sick leave mark off within a calendar year for personal reasons, for which no statement from a health care provider has been submitted to substantiate sick leave use, the member must submit a statement from a health-care provider upon his or her return to work. This statement must state the reason for any subsequent sick leave mark off within the calendar year for personal reasons.

After a member's third (3rd) sick leave mark off within a year for an immediate family member living in the same household for which no statement from a health-care provider has been submitted to substantiate sick leave use, the member must submit a statement from a health-care provider upon the member's return to work. This statement must state the reason for any subsequent sick leave mark off within the calendar year for an immediate family member living in the same household.

In instances where the member or a member of his or her immediate family living in the same household suffers from a chronic or long-term health condition which necessitates the member's continuing use of sick leave, the Sheriff may, upon written request of the member and upon submission of a statement from a health-care provider substantiating the chronic or long-term health condition, waive the requirement for submission of any statements from health-care providers under this Section.

A chronic or long-term health condition is defined as a condition necessitating treatment by (or under supervision of) a health-care provider, which condition is incurable or so severe that if not treated would likely result in a period of incapacity of more than three (3) calendar days, or for prenatal care.

If a member fails to submit a statement from a health-care provider, as required by this Section, then the member may be marked (LWOP) leave without pay for each day not worked.

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

Section 22.4 Bereavement Leave

Upon the death of a member of the immediate family of a bargaining unit member, that member shall be granted leave with pay, not to be deducted from other accrued leave, on the following basis:

- A. Five working days for members working eight hour shifts, four working days for members working ten hour shifts off for the death of the member's mother, father, stepparent, spouse, domestic partner, son, daughter, sibling, or current stepchild, domestic partner's child, or person who stands in the place of a parent (e.g., former stepparent, former foster-parent, former legal guardian).
- B. Three (3) working days off for the death of any immediate family members not listed in "A" above. However, an additional two days of bereavement leave will be granted for an immediate family member not listed in "A" if the employee attends an out of state gathering, by supplying documentation of the out of state travel.
- C. Bereavement leave may only be taken within the fourteen (14) 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.
- D. One (1) working day off for the death of any "in-laws" of the member's immediate family not already specifically provided for.
- E. An additional two (2) working days of accrued leave shall be allowed for a death or gathering that occurs out of state. This leave must be taken as vacation, personal day, compensatory time or sick leave at the member's choice.

Following the member's return from bereavement leave, member shall submit the request and supporting documentation for bereavement leave in eDocs.

Section 22.5 Immediate Family Defined

As used in this Article the term "immediate family" shall be defined to include great-grandparents, great-grandparents-in-law, grandparents, grandparents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, fathers, fathers-in-law, mothers, mothers-in-law, spouses, stepparent, domestic partner, children, including current step-children and domestic partner's children, grandchildren, aunts, uncles, nieces, nephews, a legal guardian or other person who stands in the place of a parent (e.g., former stepparent, former foster-parent, former legal guardian).

Section 22.6 Sick Leave Charge

Sick leave pay shall be charged at the rate of .25 hours for each .25 hours of regularly scheduled work from which the bargaining unit member is absent. A minimum of .25 hours will be charged for the use of sick leave.

Section 22.7 Sick Leave Eligibility

Eligibility for sick leave allowance shall begin after the completion of two full pay periods of service.

Section 22.8 Extended Sick Leave

The Employer may allow members who have exhausted sick leave to borrow up to thirty (30) sick days of future sick leave in the event of any serious illness. These sick days are to be charged to future sick leave accumulation or to be deducted from pay on separation from the Employer. Additional extensions of sick leave may be approved by the Sheriff. This provision shall not be available for those members who have abused regular sick leave.

Section 22.9 Leave Donation Program

1. Purpose. It is recognized that occasions may arise where a member exhausts all of his or her paid leave time due to a serious illness or injury of the member or to the member's immediate family member. In order to allow such a member to continue on active service, this Leave Donation Program is established whereby members may voluntarily donate accrued but unused sick leave or vacation leave to any qualifying Sheriff's Office employee in need. It is also recognized that a member, who has been on injury leave and who has exhausted the 1,388 hours of injury leave provided for in Article 20, and would otherwise be qualified for injury leave and who cannot return to duty as a result of the qualifying injury, shall be eligible for time donation up to a maximum of 1,388 hours.
2. Qualifications. The qualification for donations to and use of the Leave Donation Program are to be established by a four-member Leave Bank committee composed of the Sheriff, or his designee, the Director of Administrative Services, and a bargaining unit member from each bargaining unit selected by the Lodge President, or his designee.

Qualifications for donation established by the Committee shall include the following provisions:

- A. Leave may be donated upon call of the Committee. The Committee shall call for donations when a member's request for use is approved or when necessary to maintain a sufficient balance of hours for an employee who is using the Program.
- B. Members donating leave shall do so in increments of four (4) hours on a form supplied by the Human Resources Office.
- C. In the event that an employee is approved for donated leave use, and receives donated leave, such leave, if designated to the specific employee shall be processed only until the authorized maximum amount is met or exceeded. Designated donations which have not been processed after contributions have met or exceeded the maximum allowance shall not be processed.

The qualifications established by the Committee shall include the following provisions as to use of the time:

- A. A member who applied to use the Leave Donation Program shall direct a written request for use to the Committee. The member shall describe the circumstances of the

serious illness or injury prompting the request; or if the member has exhausted 1,388 hours of injury leave, the member must provide current medical documentation that verifies the need for additional leave.

- B. The applying member 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.
- C. The Committee shall review any applying member's active record (under the Duration of Records provision of Section 7.7) of sick leave abuse prior to approving use of the Program. If there is an active record of discipline for sick leave abuse, as defined by Section 7.7 (Duration of Records), the application will be denied.
- D. The Committee, by majority vote, shall, after investigation of the request, decide whether a member'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 a member's application. With the exception of decisions relating to members who have exhausted 1,388 hours of injury leave, the Committee's decision shall be final and binding, with no appeal to the grievance procedure. In reaching a decision under this paragraph, the committee and the Sheriff recognize that all applications from members qualified for injury leave who have exhausted 1,388 hours of injury leave shall be approved for leave donation up to a maximum of 1,388 hours. The allocation of hours from the leave donation bank shall be determined by the committee and shall not be grievable.
- E. A member using the Program shall return to duty as soon as the medical condition necessitating the use allows his or her return to duty. Failure to do so shall cause the Leave Bank Donations to cease.
- F. If a member using the Leave Donation Program is separated from service, no cash payment shall be made to the member from any time which comes from the Leave Bank.
- G. If a member does not use the total number of hours authorized for use, any unused hours shall be retained in the Program for use by other members whose request for use of the Program are authorized by the Committee.

ARTICLE 23. FMLA LEAVE

Eligible members are afforded leave as provided by the Family and Medical Leave Act, which is fully addressed in the FMLA Administrative Regulation and in compliance with the Family Medical Leave Act.

ARTICLE 24. INSURANCE

Section 24.1 Health, Hospitalization, Surgical, and Major Medical

For the duration of this Agreement, the Employer shall maintain for all bargaining unit member's health, hospitalization, surgical, major medical coverage, and prescription card plans. Current coverages shall remain in effect until the County determines the need to modify that plan for all County employees. If the County determines the need to modify that plan, the Lodge will be consulted as members of the Joint Benefits Committee.

Any changes in the overall County plan design will be discussed prior to implementation with the Joint Benefits Committee. Routine changes in prescription formulary are not part of the plan design.

All employees who work in a position scheduled for less than 1,560 hours per year will not be eligible for health insurance benefits (i.e., regular part-time employees).

The single person rate shall include the member and any child(ren) the member may have. The family rate shall include the member plus the member's spouse or domestic partner and any child(ren) they may have. Effective the first pay period following ratification of this Agreement, employees will continue to pay no more than 12.4% of the health insurance premium and the employer will continue to pay the remainder. In no event shall the FOP bargaining unit employees be required to pay a greater dollar amount of monthly contribution than the lowest dollar amount of monthly contribution paid by any other non-bargaining employees under the direct auspices of the County Commissioners and employees of the Sheriff's Office, except for employees who earn premium contribution incentives.

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. The prescription current co-pay formula will apply to the bargaining unit members, except that the County may propose changes as indicated in this section.

It is understood that the County may offer a non-mandatory Health Savings Account or High Deductible Plan as an option to members covered by this Agreement, subject to the same terms and conditions and eligibility requirements as offered to other employees of the County.

Section 24.2 Personal Liability Insurance

The Employer shall indemnify and defend from liability all members in actions which arise out of and are performed within the course and scope of their employment with the Sheriff's Office.

Section 24.3 Dental Care Plan

For the duration of this Agreement, the Employer shall maintain for all bargaining unit members the dental coverage currently in effect as provided under the County plan for employees under the direct auspices of the Franklin County Board of Commissioners, except that the County may propose changes as indicated in Section 24.1.

Section 24.4 Vision Care Plan

The Employer shall maintain for all bargaining unit members the vision care coverage currently in effect as provided under the County plan for employees under the direct auspices of the Franklin County Board of Commissioners, except that the County may propose changes as indicated in Section 24.1.

Section 24.5 Life Insurance

The Employer shall provide and pay the premiums for individual life insurance coverage with a death benefit of \$100,000.00 for each bargaining unit member. A member, at his own expense shall have the option of obtaining supplemental life insurance coverage for himself, spouse or domestic partner, dependent children through the Employer at the group rates offered by the carrier based on the criteria of their contract.

Section 24.6 Employee Assistance Program

For the duration of this Agreement, the employer shall maintain the employee assistance program coverage in effect as provided under the County plan for employees under the direct auspices of the Franklin County Board of Commissioners for each member and their family except that the County may propose changes as indicated in Section 24.1. All Employee Assistance Program services shall be confidential in accordance with the federal law and regulations. The program shall be provided in accordance with the following "policy statement".

POLICY STATEMENT

Joint Labor-Management

The Franklin County Sheriff's Office (Employer) and the Capital City Lodge #9, Fraternal Order of Police, (Lodge) jointly believe that it is in the best interest of the Employer, the Lodge, the employee, the employee's family and the community to provide an employee service 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 has the desired effect of resolving the employee's problems and unsatisfactory performance prevails.

The Employer and the Lodge 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 Employer 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

- Coordinator.
- 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 of FCSO or Franklin County.
 - D. In instances where it is necessary, sick leave shall be granted for treatment or 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 Employer and the Lodge.
 - 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 Employer and the Lodge.

PROCEDURES

- 1. Employees are encouraged to voluntarily seek assistance through the Employee Assistance Program when they believe a personal problem or problems of a family member pose(s) a threat to their job performance or personal well-being.
- 2. When there is a recognized job performance problem or the employee shares with the supervisor or Lodge representative a personal problem that appears to be serious, the supervisor or Lodge representative should suggest that the employee contact the Employee Assistance Program. If the employee needs help in making the contact, the supervisor or Lodge representative should offer to facilitate the process to make access to the program as easy as possible for the employee.
- 3. 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 employee can hinder that objective, the role of supervision in the Employee Assistance Program is very important.
- 4. If the supervisor believes that an employee's personal problems may be contributing to unsatisfactory performance, the following steps shall be taken:
 - A. Using the existing record keeping systems, have documented examples of changes in performance, with specific data regarding dates, places and events when possible.
 - B. 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.
 - C. When in doubt as to whether the cause of unsatisfactory performance is due to a personal problem, utilize the Employee Assistance Program Coordinator for

assessment and referral.

- D. 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.
- E. Be sensitive to the employee's needs while the employee is using the program, and participate as needed in the continuing recovery plan.

Section 24.7 Safety Clause

The employer shall furnish and maintain in the best possible working condition, within the limits of its financial capability, the necessary tools, facilities, vehicles, supplies and equipment required for members to safely carry out their duties. Members are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies and equipment provided by the employer.

Section 24.8 Sanctity of Coverage

During the term of this Agreement, the Employer shall furnish to the Lodge, upon request, copies of documents and/or contracts relating to the coverages (including scope of coverage and level of benefits) provided to bargaining unit members under the sections of this Article.

Section 24.9 Health and Physical Fitness Incentive Program

- A. **Scope.** The Sheriff's Office and the Lodge recognize and agree that the maintenance of good health and physical fitness is beneficial for the efficiency and safety of all officers. Therefore, a program has been developed that includes a health and wellness educational component, and encourages acceptable levels of physical fitness. The program is voluntary. Because of the unique nature of the job requirements, the program applies only to members of the bargaining unit covered by this collective bargaining agreement. All such members are strongly encouraged to actively participate in the program and improve their level of health and fitness. Those members who comply with the procedural requirements, satisfactorily complete the testing process and meet or exceed the established fitness standards during an annual fitness evaluation will be eligible for the incentive provided herein.
- B. **Program Design.** Each member will have one opportunity to participate in the Physical Fitness Testing (PFT) program one time each calendar year. If a member anticipates taking the PFT during the calendar year, the member shall notify the Sheriff's Office during the annual filing period in a manner mutually agreeable to the parties. The annual filing period shall be January 1 through January 31 each year. Any member who fails to provide notification, but wishes to participate in the PFT shall be permitted to participate upon a showing of reasonable cause and subject to scheduling availability.

Upon satisfactory completion of the PFT, if the member meets or exceeds the established standards for the incentive, the Training Academy staff will notify the Director of Human Resources. No notification of any kind will take place if a member takes the PFT and does not meet the incentive standard, although periodic composite information (not traceable to individual members' performance) concerning the overall

health and fitness levels of members who participate, will be provided to the Sheriff and the Sheriff's management team.

- C. **Physical Fitness Test (PFT).** The PFT will consist of the following phases:
1. **Upper Body Strength.** Upper Body Strength will be determined through the performance of push-ups. Members will be given (1) minute to complete the push-ups. Members will be evaluated in this event in accordance with Chart A.
 2. **Endurance.** Endurance will be determined by a run. Members will be evaluated in this event in accordance with Chart A. Members electing to participate in both the $\frac{3}{4}$ and 1.5 mile runs shall be permitted to do so simultaneously.
 3. **Abdominal Strength and Muscle Endurance.** Abdominal Strength and Muscle Endurance will be determined through the performance of sit-ups and/or plank. Members will be given one (1) minute to complete the sit-ups and one (1) minute to complete the plank. Members will be evaluated in this event in accordance with Chart A.
- D. **Confidentiality.** This program is designed to educate and encourage members to maintain good health and physical fitness. All records shall be maintained by the Human Resources Office. Periodic composite information (not traceable to individual members' performance) concerning the overall health and fitness levels of members who participate will be provided to the Sheriff and the Sheriff's management team.
- E. **Successful Completion Incentive Program.** Members who meet 4 out of 6 of the PFT standards (push-ups, sit-ups, plank, 300 meter run, $\frac{3}{4}$ mile run and/or 1.5 mile run) shall receive a physical fitness incentive. Members who have met the PFT standards as provided for herein shall receive a reduction in the applicable health insurance premium contribution amount owed by the member in the amount of \$600 for one year. This decrease in the member's annual health insurance contribution amount shall be administered in equal installments each month on a bimonthly basis.

Chart A -Physical Fitness Test

<u>Age</u>	<u>Physical Test</u>	<u>Males</u>	<u>Females</u>
29 and Under	Sit-ups (1 min)	35	30
	Push-ups (1 min)	26	13 or 20*
	¾ Mile Run	5:59	7:08
	1.5 Mile Run	14:22	17:06
	300 Meter Run	:56	1:04
30-39	Sit-ups (1 min)	32	22
	Push-ups (1 min)	20	9 or 15*
	¾ Mile Run	6:13	7:37
	1.5 Mile Run	14:54	18:17
	300 Meter Run	:57	1:14
40-49	Sit-ups (1 min)	27	17
	Push-ups (1 min)	15	7 or 10*
	¾ Mile Run	6:33	8:07
	1.5 Mile Run	15:42	19:28
	300 Meter Run	1:08	1:24
50-59	Sit-ups (1 min)	21	12
	Push-ups (1 min)	10	5 or 9*
	¾ Mile Run	7:17	9:03
	1.5 Mile Run	17:28	21:42
	300 Meter Run	1:20	1:24
60+	Sit-ups (1 min)	17	8
	Push-ups (1 min)	7	3 or 6*
	¾ Mile Run	8:10	10:04
	1.5 Mile Run	19:35	24:10
	300 Meter Run	1:20	1:24

*** Modified push-ups**

Members shall begin in the proper plank position (head in neutral position, flat back, straight legs). Proper position must be maintained during the entire duration of the test. One warning will be given if the member’s back arches, buttocks raise or stomach/knees touch the ground. This position must be held for one (1) minute for males and females.

F. **Changes to the Law.** This program is designed to comply with all standards set forth in the Affordable Care Act and other applicable state and federal laws. To the extent that this program is deemed to violate the law, the Sheriff’s Office shall work with the Union to modify this program to the extent necessary to comply with applicable law.

ARTICLE 25. PURCHASE OF FIREARM UPON RETIREMENT

Section 25.1 Purchase of Firearm Upon Retirement

A bargaining unit member with at least twenty-five (25) years of service with the Franklin County Sheriff’s Office shall be permitted to purchase the member’s primary service firearm from the County upon retirement, provided that the member meets the conditions outlined in this Article. The twenty-five (25) years of service requirement shall be waived if a member suffers a service-connected injury that results in a disability separation; however, the conditions of Section 25.4 below must be satisfied.

Section 25.2 Primary Service Firearm

The primary service firearm is the sidearm generally issued to POTC-certified deputies by the Employer, currently a Sig Sauer P226, or other such sidearm designated by the Sheriff as the primary service firearm. An Employer-issued secondary service firearm, special-issue service firearms (e.g., SWAT, SIU, etc.) and any Employer-issued rifle or shotgun are excluded from this Article. The primary service firearm shall be considered to meet the conditions outlined in Revised Code 307.12(B) and can be sold under this Article provided the value does not exceed Two Thousand Five Hundred Dollars (\$2,500.00)

Section 25.3 Purchase Price

The member’s purchase price of the primary service firearm shall be determined based upon the actual cost paid by the Employer for the firearm and the firearm’s in-service date (date firearm is received by the FCSO) for the firearm as follows:

In-Service Date	Purchase Price
>5 years	\$1.00
>4 but ≤5 years	20% of cost
>3 but ≤4 years	40% of cost
>2 but ≤3 years	60% of cost
>1 but ≤2 years	80% of cost
≤1 year	100% of cost

Section 25.4 Conditions

Subject to the final approval of the Sheriff, a member must meet the following conditions to be eligible to purchase their primary service firearm: (1) The member cannot be on a leave of absence, administrative leave, or modified duty based upon a mental-health related condition immediately preceding their retirement or assigned to duty wherein the member is not permitted to carry a firearm; (2) The member cannot be subject to an administrative investigation that would result in greater than a ten (10) day suspension, criminal investigation , or disciplinary action of record pursuant to Section 7.7 that was greater than a ten (10) day suspension at the time of their retirement; (3) Upon the conclusion of any criminal investigation, if a member is not indicted or the disposition of the criminal investigation is anything other than a verdict of guilty, the member shall be eligible to purchase their firearm at that time; (4) The member must complete any documentation required for the lawful transfer and ownership of a

firearm and execute a waiver of liability in favor of the Employer on a form provided by the Franklin County Prosecutor; and (5) The member must complete the payment for the firearm prior to the member's retirement.

ARTICLE 26. DEFINITIONS AND MISCELLANEOUS INFORMATION

A. **Definitions.** The following terms are defined as follows in this Agreement:

1. **Bureau Commander.** The highest ranking officer in charge of a bureau; e.g., Detective Bureau, Records Bureau, I.D. Bureau, Civil, and reporting to the Division Commander.
2. **Calendar Days.** For the purpose of counting time, "calendar days," will not include approved leaves or holidays.
3. **Catastrophic Illness or Injury.** An illness or injury that is life threatening, generally requires surgery, and has a prolonged recovery period, or involves multiple serious injuries. Examples include heart attack and certain cancer conditions.
4. **Continuous Service.** Continuous Service means the uninterrupted service of a member of the bargaining unit 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 a member is paid by warrant of the County Auditor. Time on approved FMLA leave (480 hours/year), authorized leave without pay, leave with pay, and military leave shall be counted as continuous service.
 - A. **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, a member's date of continuous service shall be the date that the person returned to active duty.
 - B. **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 thirty-one days or more (e.g., AWOL, as opposed to LWOP), and separation from service which carries with it the right to reinstatement (e.g., disability retirement, a suspension of greater than thirty days, etc.). When a "partial break in service" occurs, the member's service is to be adjusted by the number of days that the member was not in service. This shall be done by counting the number of days during the break in service and then adjusting the member's start date forward in time by an equal number of days.
5. **Counseling.** Meeting with a member, reviewing the circumstances and facts of an alleged misconduct, explaining what work rules or regulations were violated and how and explain the conduct that would have been appropriate.
6. **Current Stepparent.** The current spouse of an employee's parent.
7. **Days off.** A member's days off are a contiguous forty-eight (48) hours for a five (5) workday week or seventy-two (72) hours for a four (4) workday week

beginning eight (8) hours after the end of the member's regular forty (40) hour workweek.

8. 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 similar nature.
9. Division. Any one of the following: Administration, Corrections, Investigations, Patrol, Research & Development, Support Services, Security Operations.
10. Division Commander. The highest ranking officer in charge of a division; i.e., Administration, Corrections, Investigations, Patrol, Research & Development, Support Services, Security Operations, reporting directly to the Sheriff.
11. Domestic Partner. A domestic partner is defined in the Health Plan Document and is summarized here as an adult with whom the employee shares a permanent residence, is in a sole relationship for six months and intends to remain indefinitely, is not married to or legally separated from another person, shares responsibility for each other's common welfare, is at least 18 years of age and mentally competent, not related to each other by blood to a degree of closeness that would prohibit marriage. Documentation evidencing a domestic partnership includes domestic partnership registry and/or affidavit for Health Plan participation.
12. Funded Staffing Levels. Bargaining Unit positions that any money is allocated for as reflected on the continually updated Position Control Roster.
13. Personal Information. Personal information includes the employee's social security number, medical records, residence address, personal telephone numbers, and the names, addresses, and telephone numbers of the employee's family members. The parties recognize that certain personal information is not subject to disclosure as a public record under state law (i.e., social security numbers, medical records, residence address, personal telephone numbers, and the names, addresses, and telephone numbers of the employee's family members, or any other documents prohibited from disclosure by state or federal law), and that information shall be maintained in the member's limited access personnel file and not be disclosed in response to a public records request.
14. Personnel File, General Access. This personnel file is the file addressed in Article 7, Section 9 of this Agreement. The personnel documents maintained in this file shall not contain personal information. If an original document contains member's personal information, such information shall be redacted from any copies of that document that are placed in the General Access Personnel File. The original document shall be filed in the member's Limited Access Personnel File.
15. Personnel File, Limited Access. Human Resources shall maintain a limited access personnel file which contains original documents and any copies thereof that contain the employee's personal information. Records removed from personnel files pursuant to this Agreement shall be maintained in a limited access file utilized only for administrative purposes or as requested pursuant to statutory requirements. When a public records request is made to view or duplicate

documents contained in a member's limited access personnel file, notification, which sets forth the name of the requester and name of the reviewer of the file, when available, shall be given to the member. This notification is not required when the member has previously signed a written consent, a court has ordered its release, or the information is subpoenaed. Similarly, the notification is not required when the request is made by agents of the Auditor of State, the County Auditor, taxing authorities, law enforcement agencies, children's services agencies or other governmental agencies who legitimately require such information for the performance of their duties.

16. Position Descriptions. The employer will provide the Lodge with a written position description for each job assignment held by bargaining unit members. Any change in a position description for a job assignment will be discussed at either a formal or informal Labor Relations meeting prior to the change being made.
17. Pre-disciplinary Hearing. A formal hearing where a member has an opportunity to address disciplinary charges before disciplinary action is taken. It would include a pre-termination hearing.
18. Sheriff. Any reference to the term Sheriff also includes within that meaning the Acting Sheriff.
19. Sheriff's Office Seniority/Seniority.
 - A. In the non-supervisory bargaining unit a member's seniority date is the date of his employment into the Deputy (POTC) and/or Deputy (NON-POTC) classifications or predecessor classifications. If the seniority date is the same, then seniority will be determined by the last four digits of the member's social security number, with the lowest number being first in progression (zero being lowest). For members with the same seniority date who were hired after January 1, 2014, seniority will be determined by the member's final ranking in the Basic Corrections class. If all of the above steps to determine seniority are the same then the Sheriff will determine seniority.
 - B. In the supervisory bargaining unit a member's seniority date in the rank of Sergeant and above is the date of the member's promotion into the member's current rank subject to the following:
 1. Members promoted to the rank of Sergeant or Lieutenant prior to October 1, 1993, who have the same promotion date, seniority will be determined in accordance with A above.
 2. Members promoted to the rank of Sergeant or Lieutenant on or after October 1, 1993, who have the same promotion date, seniority be determined by total promotion test score. In cases of a tie score, seniority will be determined in accordance with A above.
 3. Members promoted to the rank of Sergeant as a result of the elimination of the rank of Corporal on July 1, 2017, shall begin to accrue Sergeant seniority immediately upon their promotion; and,

as between and among those members, seniority will be determined by their seniority as reflected on the Corporal's seniority list at the time of the elimination of the rank of Corporal on July 1, 2017.

- C. If a member is reduced in rank his seniority is determined by his original date of promotion/employment in the classification he is reduced to minus the time spent in the classification he was reduced from, except for probationary or voluntary reductions in which case the seniority date is determined by the original date of promotion/employment in the classification he is reduced to.
 - D. The seniority date of a member who is rehired or reinstated shall be the date of rehire or reinstatement, unless specified otherwise in a legal order for reinstatement or a settlement agreement between the Employer and the Lodge.
20. Sick Mark Off. Any mark off from duty for the reasons set forth in Section 22.2, Uses of Sick Leave, of this Agreement. Except for the reasons set forth below.
- A. When addressing issues related to qualification for job transfer, promotion, time donation and enrollment in Peace Officer Training Certification class:
 - 1. Use of sick leave in an amount less than eight (8) hours for a medical appointment shall not be considered;
 - 2. When a member reports for duty and then uses sick leave for a personal illness or an illness in the member's qualifying family after having completed at least five (5) hours of work, such mark offs shall not be considered.
 - B. When determining a member's entitlement to the vacation incentive for non-use of sick leave as provided in Section 21.2:
 - 1. Time off for one (1) documented annual physical examination per year, two (2) documented dental examinations per year, and one (1) documented eye examination per year shall not be considered;
 - 2. When a member reports for duty and then uses sick leave for a personal illness or an illness in the member's qualifying family after having completed at least five (5) hours of work, such mark offs shall not be considered.
21. Special Assignment. When a member is placed on special assignment he shall continue his entitlement to wages, benefits, seniority accrual, promotional consideration and any other benefits allowed a member as though he were at all times performing his job related duties.
22. Uniformed Employees. Uniformed employees shall mean sworn employees who are required to maintain uniforms, pursuant to administrative regulations currently in effect, including employees subject to assignment in plain clothes.
23. Work-Related Degree. A bachelor's or associate's degree with a major in criminal justice, criminology, law enforcement, business administration, business

management, communication arts, economics, cross-disciplinary studies, philosophy, political science, psychology, social science, and sociology are considered work-related. A master's degree in business administration or public administration, and Juris Doctorate is also considered work-related. Courses as a part of other majors, at any level, may be submitted to the Sheriff for consideration to determine if they meet the criteria of "educational courses that directly benefit the member in his or her duties in the Sheriff's Office."

B. Miscellaneous

1. **Special Duty.** Every special duty assignment shall first be offered to the FOP bargaining unit members via recording on the Sheriff's special duty hotline at least 24 hours in advance, when possible, of the special duty assignment date, specifying the name of the special duty employer, the nature and location of the special duty work, and the date and hours of the assignment.

ARTICLE 27 ADVANCE STEP HIRING

This Article shall only apply to Corrections Deputies initially employed in the Corrections Division on or after the effective date of this Article.

1. Advance Step Hiring is defined as the initial hire of a Deputy 1 (Non-POTC) or Deputy 2 (POTC) first hired into the position of Deputy on or after the effective date of this Article (November 21, 2021) into a Wage Step above Step A as provided in Article 14 of this Agreement. To be eligible for Advance Step Hiring, the individual must be currently employed with another corrections and/or law enforcement agency. For purposes of this Article, such individual shall be referred to as an "Advance Step Deputy."
2. Newly-hired Advance Step Deputies who have service with another corrections and/or law enforcement agency may be given "Service Credit," at time of hire, and be paid at the time of hire, in accordance with Step B through Step D in the Wage Steps contained in Article 14. Service Credit shall be defined herein as credit solely for placement in the Wage Steps based upon years of prior experience with another corrections and/or law enforcement agency.
3. If such Service Credit shall apply, the Advance Step Deputy shall be placed into the corresponding Step in Article 14 for wage purposes as outlined in Subsection 7 of this Article and advance within the Wage Steps, with full credit from the Step wherein the Advance Step Deputy was placed at the time of hire.
4. For all other purposes under this Agreement, Advance Step Deputies shall have seniority and any other corresponding rights and/or benefits as provided in this Agreement, based upon their original date of hire with the Franklin County Sheriff's Office as a bargaining unit member.

5. Advance Step Deputies shall be ineligible for a temporary transfer pursuant to Article 9.8 into any position outside of the Corrections Division or for any administrative assignment pursuant to Article 9.9 for a period of three (3) years following their hire date. It is the understanding and intent of the parties that the provisions and limitations outlined in this Section 5 shall apply only to Advance Step Deputies hired into a position in the Corrections Division and shall not apply or be precedent to deputies first employed by the Employer outside of this Advance Step Hiring program.
6. Advance Step Deputies, who hold a current corrections certification in Ohio, may be required to complete accelerated and/or abbreviated training at the Franklin County Sheriff's Office Training Academy at the discretion of the Sheriff. However, Advance Step Deputies must complete the FTO Program as provided in Article 17.5.
7. The placement into the initial Step for Advance Step Hiring shall be based upon the Advance Step Deputy's Service Credit as follows:

	Step B	Step C	Step D*
Deputy 1 (Non-POTC)	2 years prior experience	3 years prior experience	4+ years prior experience
Deputy 2 (POTC)	2 years prior experience	3 years prior experience	4+ years prior experience

*Advance Step Deputies with ten (10) or more years of Service Credit will be placed in Step D and will advance to Step E upon the completion of one (1) year of service with the Franklin County Sheriff's Office as a bargaining unit member.

ARTICLE 28. DURATION

Section 28.1 Duration The provisions of this Agreement are effective upon the date of the ratification of this Agreement by the bargaining unit members and the approval of the Agreement by the Franklin County Board of Commissioners, whichever is later, except that the parties have agreed wages shall be retroactive to the first full pay period in January 2022 only for members employed on the first full pay period following ratification of this Agreement. This collective bargaining agreement shall be in full force and effect through Midnight, December 31, 2024. Overtime associated with the 2nd or 3rd shift commencing on December 31, 2024 shall be compensated under this contract. Any negotiations toward a successor agreement shall be conducted in accordance with the provisions of Chapter 4117 of the Ohio Revised Code, including the dispute settlement procedure in Section 4117.14 of the Ohio Revised Code. Successor negotiations shall be conducted through multi-unit bargaining. The current Agreement shall remain in full force and effect until a successor agreement is effective.

Section 28.2 In Term Bargaining

In Term bargaining results shall not be an intrusion of management rights. Implementation of agreement language which language affects the wages, hours, terms and conditions of employment of a bargaining unit must be bargained in term enforced by the arbitration clause

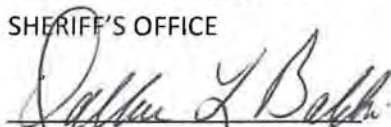
under the agreement. Matters which were not bargained for at the time of the agreement or any extension thereof in which matters affects the wages, hours, terms and conditions of employment shall be bargained between the parties forthwith, subject to enforcement by arbitration award. Matters which were negotiated and rejected by the employer herein at the time of good faith pre-term bargaining shall be treated as a management right prerogative subject to a test of reasonableness under the arbitration clause of the agreement.

Section 28.3 Enforceability of Agreement

The Franklin County Sheriff's Office, the Fraternal Order of Police, Capital City Lodge #9, and the Franklin County Board of Commissioners, all of whom were involved in the negotiations resulting in implementation of this agreement, assert and believe that the provisions of this Agreement are enforceable in a court of law, and that as signatories to the Agreement they accept and are bound by the provisions contained therein.

SIGNATURE PAGE

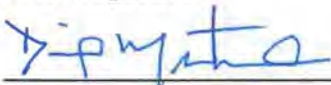
FOR FRANKLIN COUNTY
SHERIFF'S OFFICE



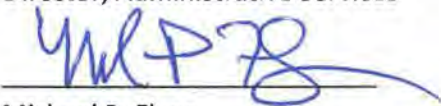
Sheriff Dallas L. Baldwin
Franklin County Sheriff



Paul Bittner, Ice Miller Legal Counsel
Chief Negotiator



David Masterson
Director, Administrative Services



Michael P. Flynn
Chief Deputy Administration

Approved as to form:

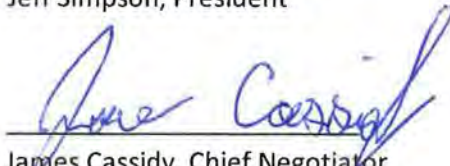


Assistant Prosecuting Attorney
Franklin County

FOR FOP Capital City Lodge #9:



Jeff Simpson, President



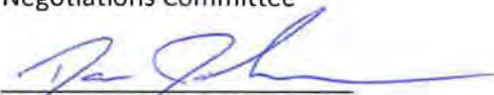
James Cassidy, Chief Negotiator
Negotiations Committee



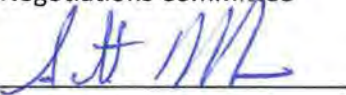
Joshua Beatty
Negotiations Committee



Charlie Frizzell
Negotiations Committee



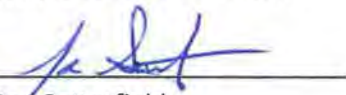
Dan Johnson
Negotiations Committee



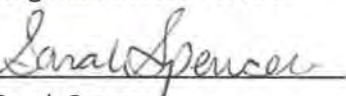
Scott Morris
Negotiations Committee



Michael Raven
Negotiations Committee



Joe Satterfield
Negotiations Committee



Sarah Spencer
Negotiations Committee



Thomas Williams
Negotiations Committee

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SETTLEMENT AGREEMENT
between the
FRANKLIN COUNTY SHERIFF'S OFFICE
and the
FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9

This Agreement is entered into this 29th day of February, 2012, by the Franklin County Sheriff's Office (hereinafter "FCSO") and the Fraternal Order of Police, Capital City Lodge No. 9 (hereinafter "FOP"), in order to set forth the following specific parameters, conditions and limitations on the Special Deputy Program and the use of Special Deputies (also referred to as Auxiliary Deputies or A-units). The purpose of this Agreement is to allow that Program to continue to operate in a fashion that is substantially similar to the way it was operated in the past within a defined set of criteria. This Agreement establishes bargaining unit staffing levels below which the Special Deputy Program may not operate.

To effectuate these purposes, the parties agree, as follows:

1. As the sole and exclusive exceptions to Section 3.14 of the Collective Bargaining Agreement, Special Deputies for the FCSO are authorized to perform only the following Patrol Division activities and only as specified below:
 - a. *Franklin County Board of Elections Details*, which consists of no more than 39 Special Deputies to perform traffic control at Frebis and Alum Creek Drive assisting poll workers on ingress and egress;
 - b. *Prairie Township Fish Fry*, which consists of no more than 8 Special Deputies to perform grounds security for this Prairie Township Fire Department fundraising event;
 - c. *Franklin County Fair*, which consists of Special Deputies performing gate and grounds security and assisting regular fulltime deputies at the Franklin County Sheriff's Office Fair tent;
 - d. *St. Stephens Community Center Christmas Care Program*, which consists of Special Deputies assisting with ingress/egress from 17th Avenue and assisting the public to pick up food and toy items;
 - e. *Halloween Patrol*, which consists of Special Deputies used solely to pass out candy during "beggar's night";
 - f. *Various Parades*, consisting of the purely ceremonial use of Special Deputies to participate in area parades;

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- g. *OPOTA's Law Enforcement Memorial Ceremony – Honor Guard*, to assist regular fulltime deputies as part of the Franklin County Sheriff's Office Honor Guard for this ceremonial event;
- h. *Toy Ride for Children's Hospital*, which consists of no more than 2 Special Deputies who provide courtesy escorts from Scioto Downs to Children's Hospital to deliver toys for hospital patients;
- i. *MACC Music Fest (Musicians Against Childhood Cancer)*, which consists of Special Deputies assisting regular fulltime deputies and supervisors to perform gate and grounds security for this charitable event.
- j. *Honor Guard*, which generally consists of 2-to-4 Special Deputies to assist and participate with regular fulltime deputies of the Franklin County Sheriff's Office Honor Guard in ceremonial events/funerals.
- k. *Bagpipes*, which consists of Special Deputies participating and coordinating with local bagpipers to play music at ceremonial events.
- l. *Hamilton Township Fire Annual Spaghetti Dinner*, which consists of no more than 4 Special Deputies to perform traffic control at this annual fundraising event.
- m. *LIMA Company Send off*, Special Deputies may assist in ceremonial send off events of military troops departing for foreign wars, including assistance in parking cars, crowd control and traffic control assistance.
- n. *Westland Area Business Association 4th of July Event*, which consists of no more than 30 Special Deputies assisting regular fulltime deputies and supervisors with traffic control at intersections and the parade at this community event.
- o. *Mounted Unit*, Mounted Special Deputies may be used so long as the Special deputies are paired one-on-one with, and are used for the sole purpose of assisting, the mounted regular deputies within the unit.
- p. *Patrol Ride-Along*, which shall consist of Special Deputies performing ride-alongs in patrol cruisers one-on-one with regular fulltime deputies, with the regular fulltime patrol deputy driving.
- q. *DUI Checkpoints*, which shall consist of no more than 24 Special Deputies assisting regular fulltime deputies at DUI checkpoints by setting up (and disassembling) traffic control for Franklin County Law Enforcement DUI task force members and performing prisoner transports from DUI checkpoints.

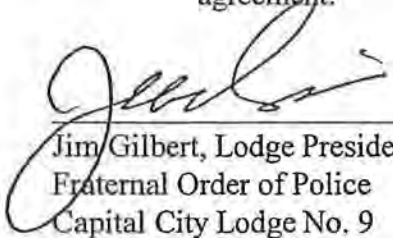
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- r. *Presidential and Presidential Candidate Dignitary Visits*, which shall consist of Special Deputies assisting regular fulltime deputies during presidential and presidential candidate visits, in such cases where there are not enough bargaining unit members available to handle all the required work, and where special deputies may be used to perform only those less critical jobs (such as blocking off intersections) that would not displace any bargaining unit member from performing the work.
 - s. During the response to a catastrophic event or state of emergency (e.g., an event such as the 9/11/01 terrorist attack, or other similar catastrophic event requiring deployment of all available sworn personnel), where the required work is more than can be handled by all available bargaining unit members, special deputies may be utilized. It is expected that special deputies would be used during such a catastrophe to perform less critical jobs (such as blocking off intersections) that would assist bargaining unit members in the performance of their work.
2. While performing any duties in the Patrol Division, Special Deputies are authorized/not authorized to do the following:
 - a. Special deputies are only to be used as back up to a regular fulltime patrol deputy;
 - b. No Special Deputies shall be permitted to ride alone;
 - c. No Special Deputies shall be permitted to ride in tandem with another Special Deputy;
 - d. Under no circumstances shall Special Deputies be used as the primary responder for any call;
 - e. Special Deputies shall not be permitted to drive any patrol car while working patrol with a regular fulltime deputy;
 - f. Special Deputies shall not perform any functions other than when partnered one-on-one with a regular fulltime patrol deputy;
 - g. Special Deputies are not to take reports or write tickets.
 3. There will be no use of Special Deputies for any purpose in the Patrol Division, except as stated above.
 4. While operating the Special Deputy Program, the FCSO shall maintain the current staffing levels for all currently scheduled patrol shifts and the K-9 unit (i.e., total staffing number of deputies assigned to patrol duties, and total staffing number of

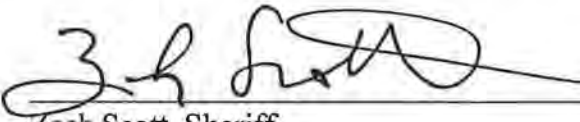
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deputies assigned to the K-9 unit). Should the FCSO fail to maintain these staffing levels, Special Deputies shall not be used for any purposes.

5. There will be no use of Special Deputies for any purpose in the Corrections Division.
6. There will be no use of Special Deputies for any purpose in the Investigations Division, with the following exception: Special Deputies may participate in ride-alongs in the Detective Bureau to observe the work and only while partnered one-on-one with a regular fulltime deputy/detective, with the regular fulltime deputy/detective driving, and subject to all the proscriptions of Item 2 above.
7. This Agreement contains and comprises the entire agreement and understanding between the parties, and all agreements and understandings between the parties with regard to the subject matter of this Agreement are embodied and expressed herein. Either party may enforce the terms of this Memorandum of Understanding through the grievance-arbitration procedure established in the parties' collective bargaining agreement.



Jim Gilbert, Lodge President
Fraternal Order of Police
Capital City Lodge No. 9



Zach Scott, Sheriff
Franklin County

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MEMORANDUM OF UNDERSTANDING / SETTLEMENT AGREEMENT
between the
FRANKLIN COUNTY SHERIFF'S OFFICE
and the
FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9

WHEREAS, under a Memorandum of Understanding dated October 22, 2013 (attached hereto), and, specifically, pursuant to paragraph 4 of that MOU, a process was established to govern the transition of classification/updating positions from FOP bargaining unit positions to civilian positions; and,

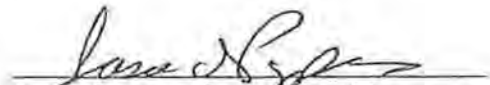
WHEREAS, three (3) classification/updating positions are still currently occupied by FOP bargaining unit members and three (3) other such positions are vacant; and,


WHEREAS, the FCSO desires to post and fill the vacant classification/updating positions with FOP bargaining unit members pending the transition of the positions to civilian positions,

THEREFORE, the FCSO and the FOP hereby agree as follows:

1. All bargaining unit members currently assigned and those who hereinafter transfer to classification/updating pending the civilianization of such positions shall be afforded at least six (6) months -- from the date the FCSO notifies such members and the FOP that the bargaining unit positions must be vacated -- to bid on and transfer to another posted position. In the event that any such member does not bid on and receive a transfer to another position, that member may be transferred to any other position at the Sheriff's discretion. Any transfer into or out of classification/updating in accordance with this MOU shall not be counted against the limitation of transfers set forth in Article 9 of the collective bargaining agreement. The FCSO shall post all vacant positions in classification/updating with notification in the bulletin that such positions are subject to being vacated under the terms specified above.
2. All other provisions of the October 22, 2013 MOU (attached) remain unaffected.

Entered this 10 day of ^{February}~~January~~, 2015.


Jason Pappas, Lodge President


Zach Scott, Sheriff

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Memorandum of Understanding
Between the
Franklin County Sheriff's Office
And the
Fraternal Order of Police, Capital City Lodge No. 9

WHEREAS, the parties hereto, the Fraternal Order of Police, Capital City Lodge No.9 (FOP) and the Franklin County Sheriff's Office (FCSO), resolved a number of outstanding issues on July 16, 2014 via a memorandum of understanding (MOU); and,

WHEREAS, since July 16, 2014, all of the issues resolved by that memorandum are now incorporated into the language of the successor collective bargaining agreement, except for the Core Transition Team (CTT); and,

WHEREAS, The CTT section of the July 16, 2014 MOU remains in effect pursuant to the terms of that MOU replicated below:

WHEREAS, the FCSO and the FOP recognize the need to create a temporary Core Transition Team (CTT) comprised of up to 15 bargaining unit members for purposes of researching and planning for the construction and opening of the Fisher Road jail facility; and,

WHEREAS, the FCSO has secured a commitment for funding additional bargaining unit FTE positions for this purpose; and,

WHEREAS, given the nature of the anticipated work of the CTT, the FCSO desires to fill the temporary positions as administrative assignment positions,

THEREFORE, the FCSO and FOP hereby agree as follows:

- The FOP agrees to allow the FCSO to administratively fill up to a total of 15 vacancies on the CTT with bargaining unit members who are selected in accordance with the Article 9, Section 9.9 administrative assignment selection process, provided that such vacancies, whenever they occur, are to be posted in the Sheriff's Bulletin with the shift, days off, regularly assigned job duties, and regularly assigned facility for the position. These 15 temporary positions for the CTT are to be treated as Article 9, Section 9.9 administrative assignments, and, per Section 9.9, at the conclusion of a member's CTT assignment, the member shall be returned to his/her previously held assignment unless he/she has been selected for a vacancy in a different assignment that was properly posted.
- For the Section 9.5(F) half-time supervisory seniority credit for purposes of bidding rights, members in CTT positions will continue to accrue the credit in the Division from which they left.
- The FCSO agrees that members in the CTT positions will be afforded all other rights provided to them by the Collective Bargaining Agreement.
- No other provisions of Article 9 are affected by this Memorandum of Understanding, and all temporary CTT bargaining unit positions shall automatically cease to exist within 365 days

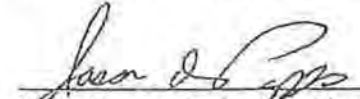
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following the opening of the Fisher Road jail facility.

- This Memorandum of Understanding shall not serve as precedent with respect to any part of Article 9.

The terms of this memorandum of Understanding are binding upon the parties and shall remain in effect until modified by mutual agreement.

Entered into this day 30 of June, 2016


Jason Pappas, Lodge President


Zach Scott, Sheriff

MEMORANDUM OF UNDERSTANDING / SETTLEMENT AGREEMENT
between the
FRANKLIN COUNTY SHERIFF'S OFFICE
and the
FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9

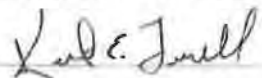
WHEREAS, The Franklin County Sheriff's Office desires to add additional Therapy Dog Handler positions within Community Relations and;

WHEREAS, The Franklin County Sheriff's Office (FCSO) and The Fraternal Order of Police, Capital City Lodge No. 9 (FOP) wish to resolve potential grievances regarding filling the position of Therapy Dog Handler;

NOW, THEREFORE, it is hereby agreed as follows:

1. All current and future Therapy Dog Handlers shall be assigned to Community Relations.
2. A Therapy Dog may only be used for non-law enforcement purposes; that is to say, the Therapy Dog may not be used for purposes currently being performed by FCSO K-9s, such as, for example, searches, apprehensions, or to detect drugs, explosive devices or cadavers.
3. This Agreement/Memorandum of Understanding shall not be altered until and unless good faith negotiations, subject to the statutory dispute resolution procedures, between the FCSO and the FOP take place to modify these terms.
4. For purposes of this MOU the Lieutenant of the Community Response Bureau will be considered Community Relations.

Entered this 10th day of August 2018.



 Lodge President



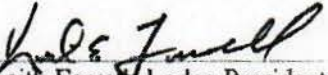
 Sheriff or Designee

MEMORANDUM OF UNDERSTANDING / SETTLEMENT AGREEMENT
between the
FRANKLIN COUNTY SHERIFF'S OFFICE
and the
FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9

Pursuant to Section 26.2 of the Contract between the Franklin County Sheriff's Office (FCSO) and the Fraternal Order of Police, Capital City Lodge No. 9 (FOP), the FCSO and FOP have engaged in mid-term bargaining regarding the use of GPS data for disciplinary purposes. GPS data includes any and all data or information, including but not limited to vehicle location, live tracking, safety, speed, seat belt detection, dashboard reports, accident notifications, engine functioning, emissions, braking, maintenance, and lights and sirens usage, obtained from the vehicle's Geotab Go 7, telematics, and/or any same, similar or subsequent device. As a result of these negotiations, the FCSO and FOP have reached the following agreement:

1. GPS data shall not be used for disciplinary purposes for minor misdemeanor traffic offenses.
2. GPS data shall not be used for disciplinary purposes in cases that do not meet the threshold of critical misconduct. For the purpose of this MOU critical misconduct shall be defined as conduct of an egregious nature for which a bargaining unit member (who is not a probationary employee) would typically receive a suspension of more than three (3) days for a first offense.
3. No bargaining unit member shall be disciplined based upon GPS data provided by Fleet Management that is outside 30 days from the date of the incident on which the misconduct occurred unless the conduct meets the critical misconduct threshold defined above.
4. Any violations of AR182 or a successor regulation shall first result in constructive counseling, and thereafter, for any additional violation(s) occurring within a six-month period (from the underlying date of incident of the constructive counseling) may result in progressive discipline in accordance with section 7.2 *Just Cause* and 7.5 *Progressive Action* of the Collective Bargaining Agreement.
5. Nothing herein prohibits Internal Affairs from using GPS data in the course of an investigation that meets the critical misconduct threshold as defined in #2.
6. If the Sheriff's Office receives a public records request for any GPS data in their possession the affected members(s) shall be notified of such request and given the opportunity to review said data prior to release.

Entered this 29 day of October, 2018.


Keith Ferrell, Lodge President


Dallas Baldwin, Sheriff or Designee

FRANKLIN COUNTY SHERIFF'S OFFICE
SWAT
STANDARD OPERATING PROCEDURE

SECTION 3

STANDARDS

AS OF 11/25/2019

1. PHYSICAL STANDARDS

Physical standards are an important part of an effective SWAT team. Team members will be required to maintain a certain level of physical fitness while they are assigned to the SWAT team and will be tested once per year. The date and time of each test will be determined by the team commander. The test will be administered by the team commander and two additional designees.

The personnel administering the test will be tested prior to the rest of the team. The following is the minimum physical standard each SWAT team member must meet in order to remain an active member of the team.

1. Team members must complete a mile and one-half (1-1/2) run within the allotted time allowed per the Cooper Age Group Standards in the 50th percentile.

OR

Team members must complete a 300 meter run in the 50th percentile per the Cooper Age Group Standards.

2. Team member begins in the proper plank position (head in neutral position, flat back, straight legs). Proper position must be maintained during the entire duration of the test. One warning will be given if candidates back arches, buttocks raise or stomach / knees touch the ground. This position must be held for 60 seconds. This is the same standard for males and females.
3. Team members must complete a minimum number of continuous pushups within one (1) minute per the Cooper Age Group Standards in the 75th percentile. Each pushup will begin in the front leaning rest position away from a wall of any support. Bend the elbows, until the back of the arms are parallel with the back and return to the starting position, keeping the body flat and rigid at all times.
4. Team members must complete three (3) continuous pull-ups/chin-ups. Each pull up will begin by hanging straight-armed from a pull up bar, pull themselves up to where their chin clears the top of the bar, and then lower themselves back down to where they are hanging straight-armed again. Swinging of the body or "kipping" up will not be counted. This is the same standard for males and females.
5. Team members must be able to complete an agility run ending with a dummy drag under twenty-eight seconds for males and thirty-six seconds for females (involves speed, nimbleness, and motor ability).

The trait of agility involves speed but includes an additional dimension, namely, the ability to make sudden changes of direction or movement. It requires nimbleness of movement without expending a great amount of force.

The course will begin on the command “Go.” The team member will zig-zag through a series of 4 cones leading to a 6’ chain link fence. The member will climb over the fence and begin to drag a weighted dummy for 10 yards. The clock stops when the dummy crosses the line.

Below are the standards as set forth by Kenneth H. Cooper:

1.5 Mile Run

	Males			
Percentile	20-29	30-39	40-49	50-59
50 th	11:58	12:25	13:05	14:33

	Females			
Percentile	20-29	30-39	40-49	50-59
50 th	14:15	15:14	16:13	18:05

300 Meter Run

	Males			
Percentile	20-29	30-39	40-49	50-59
50 th	56.0	57.0	67.6	80.0

	Females			
Percentile	20-29	30-39	40-49	50-59
50 th	64.0	74.0	86.0	86.0

Plank

Males and Females			
20-29	30-39	40-49	50-59
60 sec	60 sec	60 sec	60 sec

Push up – One Minute

	Males			
Percentile	20-29	30-39	40-49	50-59
75 th	44	36	29	24

	Females			
Percentile	20-29	30-39	40-49	50-59
75 th	27	19	15	15

Agility Run / Dummy Drag

Males				
Percentile	20-29	30-39	40-49	50-59
50th	28 sec	28 sec	28 sec	28 sec

Females				
Percentile	20-29	30-39	40-49	50-59
50th	36	36	36	36

Pull-Ups (any grip)

Males and Females			
20-29	30-39	40-49	50-59
3	3	3	3

If a SWAT team member fails to pass the above listed physical standard test the following will apply:

1. Upon initial failure, the team member will have thirty days to re-take the entire test. Until the team member re-takes and passes the test, he will not be authorized to respond to any callout. The team member will be authorized to attend normal duty work and training only.
2. If the team member passes the second test he will return to full swat status and authorized to respond to callouts. If the team member fails the second test or fails to take the test within the thirty day time period, the team member will return to the Division the member was assigned prior to being assigned to SWAT.

If a SWAT team member is not present during the physical standard test, he must take the test the next work/training day he is present and a certified physical training instructor is available. If a team member refuses to take the physical standards test, the refusal will be considered a failure and the above failure policy will apply.

If a SWAT team member is unable to perform any part of the physical standard test due to an injury or medical reason, the following will apply:

1. The team member will present documentation from a certified medical doctor to his team leader or the team commander. The documentation should note the injury or medical problem, and that the problem would prevent the team member from performing any of the above listed standards.
2. If the team member presents medical documentation, he will be considered on light duty status. While on light duty status, the team member will not be authorized to respond to any callouts. If the team member fails to produce medical documentation and refuses to take the physical standard test it will be considered a failure and the above failure policy will apply.

3. If a team member is placed on light duty with the expectation of that lasting less than 30 days, he/she will be permitted to remain at the Special Services building to help in any bureau where needed. If a team member is placed on light duty with the expectation of that lasting more than 30 days but less than 120 days, the team member will be temporarily transferred to a division where he/she can be useful in light duty status. If a team member is placed on light duty with the expectation of that lasting more than 120 days, that team member will be removed from the Division and placed in a position at the needs of the Sheriff's Office and must bid on a position to return to SWAT.

When the team member produces documentation from his doctor to his team leader or team commander authorizing him to perform the physical standard test, he will be removed from light duty status. When the team member is removed from light duty status, he must take the physical standard test within thirty days. If the team member fails to take the physical standard test within 30 days, it will be considered a failure and the above failure policy will apply.

Team members will be given 1 (one) hour daily to work out on duty. This hour will be at the beginning or end of their shift. This hour will be dedicated to maintaining the mandatory physical standards as outlined above.

2. FIREARMS

FIREARMS PROFICIENCY GUIDELINES

All SWAT team members will be adequately trained and required to maintain a high level of proficiency in the use of any firearm assigned to them. The establishment of standards and rules for qualification are the responsibility of the team commander. All original qualification records will be maintained by the SWAT Commander, located at 900 North Hague Ave.

Handgun Practice

In order to maintain proficiency with the SWAT issued handgun, members will fire their handguns at least two times a month. Team members may also fire rounds in addition to their training days when the range is available.

Assault Rifle / MP-5 Practice

Members assigned these weapons will practice at least two times a month. They may also practice in addition to their training days if the range is available. Team members will notify range personnel, before shooting on the range.

Shotgun Practice

Team members that are assigned shotguns will receive extra rounds for practice as deemed appropriate by his team leader or the team commander.

Sniper Rifle Practice

Snipers assigned a rifle will practice as a sniper team once every two weeks for at least three hours. Snipers may also practice on their own but must arrange this with the range staff.

FIREARMS STANDARDS AND QUALIFICATIONS

All team members must officially qualify with the SWAT issued handgun with at least a score of 23 points on the new OPOTA course every three months. Team members will qualify as scheduled by the Training Sergeant. When qualifying, each team member will have an opportunity to qualify with their secondary handgun and must score 23 points utilizing the OPOTC approved qualification course.

Team members assigned a shotgun will required to qualify once per year with a minimum score of 100% utilizing the OPOTC approved qualification course.

Team members assigned an AR-15 or equivalent must qualify once per year and score at least 18 points utilizing the OPOTC approved qualification course. Team members assigned an MP-5 must also qualify with a 93% or better.

Team members who have been specifically selected and trained to carry scope-sighted rifles will meet standards required by the team commander. All current qualification courses will be maintained in the SWAT library.

If a team member fails to meet the required standards during qualification, they will be given a maximum of three attempts to qualify on the day of official qualification. Should the team member fail to qualify, they will be required to qualify within the next five working days with a maximum of three attempts each day.

Failure to meet the firearm standards will result in a request for the team member to be removed from the SWAT team.

The exception to the above will be for rifles and other special weapons. Failure to qualify with a rifle or other special weapons will mean that the team member may not hold a particular special team position or carry that weapon until they qualify with it.

Any qualifying score of less than 23 points with the issued handgun will result in the team member not being permitted to be utilized on the entry team, or any other high risk mission as determined by the team commander, until they meet the required standard.

DEFINITIONS

Administrative firearms procedures – firearms procedures that do not involve fire operation: initial loading; unloading; render safe; dis-assembly, assembly; function inspections; maintenance; cleaning; and storage.

Operational firearms procedures – firearms procedures that involve fire operation: shooting; reloading; stoppage clearance, or immediate action responses.

Threat assessment – action following target engagement to determine threat neutralization and/or to locate other threats.

Rifle/carbine index – mounting the rifle/carbine in position for threat assessment or target engagement. The index can be designated as dominant or non-dominant according to the course of fire.

Low threat cover – rifle/carbine indexed at the shooters shoulder, muzzle approximately forty-five degrees to the ground. The shooter's trigger finger is off the trigger, extended along the rifle/carbine receiver. The fire control lever is set on to semiautomatic mode. The shooters visual is directed to the threat area.

High threat cover – rifle/carbine indexed to the shooters shoulder, muzzle approximately eighty to eighty-five degrees to the ground. The shooter's trigger finger is off the trigger, extended along the rifle/carbine receiver. The fire control lever is set to semiautomatic mode. The rifle/carbine sights are slightly below the shooters line of sight. The shooter's visual on the threat area.

Contact – the rifle/carbine is indexed to the shooters shoulder, muzzle approximately ninety degrees toward the target, parallel to the ground. The shooter's trigger finger is indexed on the trigger. The shooter's visual is aligned with the rifle/carbine sights and target.

Operational magazine capacity – rifle/carbine magazines are generally available in five, ten, twenty, and thirty round capacities. While lower round capacity magazines function reliably when charged to their full capacity, AR15/M16 thirty round capacity magazines may not function or seat in the rifle/carbine magazine well when charged to full capacity. It is generally an accepted practice to charge thirty round AR15/M16 magazines twenty nine rounds for reliable function. The agency conducting the rifle/carbine qualification has the option to designate the number of rounds for the operational magazine capacity.

Function check – an examination of the rifle/carbine for bore obstructions and proper fire cycle operation.

Administrative load – the initial loading of the rifle/carbine for duty or fire operation while observing all firearms safety rules and procedures.

Engagement signal – this is the visual or auditory cue for the shooter to deliver fire to the target. The engagement signal will depend on the agency facility and range officer preference: whistle, target turning, electronic timer, verbal command, or other suitable directive.

Operational reload – discharging an empty or non-functioning rifle/carbine magazine from the magazine well and inserting an operationally charged magazine into the rifle/carbine magazine well so the rifle/carbine is operational.

Administrative unload – engaging the fire control lever to “safe,” removing the magazine, and engaging the charging handle removing and live rounds from the chamber, rendering the weapon to a completely non-firing mode, practicing firearms safety rules and procedures.

SWAT PISTOL COURSE OF FIRE

Preparation

1. Range facility inspection – examine the range training area for potential safety hazards and non-essential personnel.
2. Safety briefing – advise shooters on firearms safety rules, range, weapon handling, and emergency procedures.
3. Course procedural briefing – advise shooters regarding the course of fire administration, operation, and range commands and signals.
4. Equipment inspection: function check – rifle/carbines, magazines, and weapon related equipment for proper operation, function, and safety.
5. Charge rifle/carbine magazine – charge each magazine to designated agency operational capacity. Each shooter must have at least two magazines; however three magazines are recommended. Once the magazines are charged, shooters secure them in a magazine carrier. STAGE 6 requires the shooter’s magazines to be “stacked” to a specific number and order. The instructor(s) can have the shooters prepared their magazines prior to beginning STAGE 6.
6. Administrative load – shooters load their rifle/carbines according to the designated agency procedure and indexes the rifle/carbine to low threat cover, ready to start at STAGE 1.
7. Operational reloading – advise shooters that during the course of fire, it is the shooter’s responsibility to maintain the rifle/carbine in an operational mode. Allow a reasonable time between stages for shooters to reload between stages.

Note: Stepping off the attack line can be choreographed by the instructor in order to keep shooters on line moving in the same direction EX. All step right then all step left.

Load & Make Ready

Shooters on line load and make ready. Press check, de-cock (if appropriate) and holster. Top off your magazine pouches.

Load and Make Ready: Motor Program Walk Through

1. Draw to full presentation and get on the sights
2. Bring the weapon back into your work space
3. Retrieve a magazine from where you normally keep it, look it into the magazine well & seat it
4. Charge the weapon/run the slide
5. Punch back out to the target and get on the sights
6. Lower the weapon, breathe and scan your way back to the high ready position & de-cock

7. Check 360°, press check, de-cock and reluctantly re-holster

Stage 1: Distance to Target: 4 Feet

On the facing of the target or the sound of the timer, you will draw to a close quarter's retention position and fire 3 rounds in 5 seconds into the preferred area.

After firing:

- Create distance by taking one step back
- Breathe, scan 360°, de-cock, reload if necessary and reluctantly recover to the holster

** This drill is completed 1 time for a total of 3 rounds

** Minimum of 3 rounds in the gun going into Stage 2

Stage 2: Distance to Target: 9 Feet

On the facing of the target or the sound of the timer, you will draw and present, while taking a flanking step to the left or right, and fire 2 rounds into the preferred area and 1 round to the head/hip. You have 6 seconds to complete the drill.

(Note: Score targets upon completion of this stage)

After firing:

- Breathe, scan 360°, de-cock, reload if necessary and reluctantly recover to the holster

** This drill is completed 1 time for a total of 3 rounds

** Minimum of 5 rounds in the gun going into stage 3

Note: Prepare magazines and top off magazine pouches if needed.

Stage 3: Distance to Target: 12 Feet, One-handed Shooting

A. On the facing of the target or the sound of the timer, you will draw while taking a flanking step to the left or right and fire 4 rounds into the preferred area of the target using the **dominant hand only**. You have 8 seconds to complete the drill.

After firing:

- Breathe and scan 360°
- Perform a *reload with retention (choose one of three ways)*
- De-cock and remain at a modified high ready position with the weapon in your dominant hand only

On command:

- Transfer the weapon to your non-dominant hand only and remain at a modified high ready position, for Stage 3B

** This drill is completed 1 time with the dominant hand for a total of 4 rounds

** Minimum of 5 rounds in the gun going into stage 3B

B. On the facing of the target or the sound of the timer, you will punch out while taking a flanking step left or right and fire 4 rounds into the preferred area of the target using the **non-dominant hand only**. You have 7 seconds to complete the drill.

After firing:

- Breathe, scan 360°, de-cock and remain at the modified high ready

On command, transfer the weapon back to the dominant hand, reload if necessary and reluctantly recover to the holster

** This drill is completed 1 time with the non-dominant hand for a total of 4 rounds

Note: Do not top off the magazine in the gun.

Prepare magazines and top off magazine pouches if needed.

Stage 4: Distance to Target: 20 Feet

Prepare weapon with three rounds total. 1 in the chamber 2 in the magazine

On the facing of the target or the sound of the timer, you will draw while taking a flanking step to the left or right and fire 3 rounds into the preferred area of the target. Upon slide lock, take a flanking step in the opposite direction while performing an emergency reload and fire 3 additional rounds into the preferred area of the target. You have 12 seconds to complete the drill.

After firing:

Breathe, scan 360°, de-cock, reload if necessary and reluctantly recover to the holster

** This drill is completed 1 time for a total of 6 rounds

** Minimum of 3 rounds in the gun going into Stage 5

Stage 5: Distance to Target: 30 Feet

On the facing of the target or the sound of the timer, you will draw & present while taking a flanking step left or right and fire 3 rounds into the preferred area of the target. You have 8 seconds to complete the drill.

After firing:

Breathe, scan 360°, de-cock, reload if necessary and reluctantly recover to the holster

** This drill is completed 1 time for a total of 3 rounds

** Minimum of 3 rounds in the gun going into Stage 6

Stage 6: Distance to Target: 50 Feet

On the facing of the target or the sound of the timer, you will draw and present while taking a flanking step left or right and fire 2 rounds into the preferred area of the target. You have 8 seconds to complete the drill.

After firing:

Breathe, scan 360°, de-cock and reluctantly recover to the holster

** This drill is completed 1 time for a total of 2 rounds

** Minimum of 1 round in the gun going into unloading and clearing

Ending: Unload Clear & Holster

Shooters on line unload clear and holster an empty weapon.

Unload, Clear & Holster: Motor Program Walk Through

1. Draw to full presentation and get on the sights
2. Bring the weapon back into your work space
3. Remove the source of ammunition and put it away

4. Run the slide several times watching the live round kick out onto the deck. Do not attempt to catch it
5. Lock the slide to the rear
6. Visually and physically inspect the chamber and magazine well
7. Look away
8. Visually and physically inspect the chamber and magazine well again

When you are satisfied that the weapon is clear:

9. Release the slide forward
10. Punch back out on target & get on the sights

(If it is required for disassembly of your weapon, it is appropriate at this time to pull the trigger to prepare for disassembly)

11. Breathe, scan, de-cock and reluctantly recover to the holster

Required Performance:

1. The maximum score for this course of fire is twenty (20) points
2. Shooters must score no less than sixteen (16) points (80%) to pass

OPOTC RQT-2 Target Point Values:

1. Preferred area (light gray area of the target): a round striking in this area received a value of one point (+1)
2. Outer silhouette area (dark gray area of the silhouette): a round striking in this area receives a value of zero points (0)
3. Off silhouette: any round striking outside the RQT-2 target silhouette receives a value of negative one point (-1)
4. Ovals (head and pelvic regions): some stages designate the oval as the only target area
 - a. When one of the ovals is designated as the exclusive target area, a round placed inside the designated oval receives a value of one point (+1)
 - b. Should the required rounds strike outside the designated oval, each round receives a value of negative one (-1)

Procedural point deductions:

1. The course of fire requires that the designated number of rounds be fired at each stage. Should additional rounds be fired, the shooter receives zero points for each additional round.
2. Should the minimum rounds not be fired, the shooter receives a zero point for each round not fired.
3. A round or rounds fired outside the designated time frame receive a value of minus one (-1). It is the firearms instructor's responsibility to determine whether a round was fired outside the designated time frame.

SCORE CALCULATION

1. **RNDS:** determine the number of rounds the shooter fired
2. **MISS (-1):** count the number of -1 point misses
3. **MISS (0):** count the number of 0 point misses
4. **HITS:** count the number of preferred area hits

- a. The number of misses plus the number of hits cannot equal more than 20
- b. $\text{MISS} (-1) + \text{MISS} (0) + \text{HITS} = 20$
- c. Should an additional round strike in the preferred area, it receives a zero point value
- d. All misses are counted
- e. If a shooter fires the designated rounds for the course and the number misses and hits do not equal 20, then those rounds that do not show on the target are counted as minus one misses (MISS (-0))
5. **INITIAL**: factor the miss deductions from the number preferred area hits to determine the shooters initial score
6. **DEDUCT**: determine procedural deductions
7. **RAW**: factor the procedural deductions into the initial score to determine the final score
8. **SCORE**: divide the final score by 20 to determine the percentage score

SCOPED SIGHTED RIFLE(OPOTC #25FCSO-03-SSR-01)

Stage One

Title: Cold Bore Shot

Target: On 3in X 3in with $\frac{3}{4}$ in center dot

Round: 1 round

Distance: 100 Yards

Time Limits: 1 minute

Light Conditions: Normal

Mode of Carry: Port Arms

Procedure: The officer will run with an unloaded rifle ¼ mile to the target area, the officer will then have one minute to set up and shoot one round on target.

Stage Two

Title: Multiples

Target: One 6X9 face target

Round: 3 rounds

Distance: 100 yards

Time Limits: 30 seconds

Light Conditions: Normal

Mode of Carry: Prone

Procedure: The officer will shoot one rounds on three different face targets from the prone position,

Stage Three

Title: Use of Cover

Target: One 6X9 face target

Round: One round

Distance: 100 yards

Time Limits: 45 seconds

Light Conditions: Normal

Mode of Carry: Prone

Procedure: The officer will shoot one round on one face target from the prone, kneeling or off hand position after running 30 yards to a barricade position.

Stage Four

Title: Medium Range

Target: On reduced face target 5X7

Round: Two Rounds

Distance: 50 yards

Time Limits: 30 Seconds

Light Conditions: Normal

Mode of Carry: Prone

Procedure: The officer will shoot two rounds on one face targets from the prone, kneeling or off hand position from 50 yards.

Stage Five

Title: Long Range

Target: On reduced face target 5X7

Round: Two rounds

Distance: 100 Yards

Time Limits: One minute

Light Conditions: Normal

Mode of Carry: Prone

Procedure: The officer will shoot two rounds on one face target from the prone, kneeling or off hand position from 100 yards.

SUBMACHINE GUN (OPOTC #25-FC SO-08-SMG-02)

Stage one

Title: Snap Shooting (single fire)

Target: One certified combat

Round: 12

Distance: 20 Feet

Time Limit: Two seconds per two shot string

Procedure: Insert a magazine loaded with 12 rounds. With the safety on, charge the chamber. Assume the start ready position. On command, remove the safety and , with the trigger finger on the outside of the trigger guard, assume the shooting position of choice. Fire two rounds within a two second time limit. Return to the start ready position. Repeat the procedure for an overall total of 12 rounds.

Stage two

Title: Snap shooting (short burst)

Target: One certified combat

Round: 12

Distance: 20 Feet

Time Limit: Two seconds per short burst

Light conditions: Instructor's option

Procedure: Insert a magazine loaded with 12 rounds. With safety on, charge the chamber. Assume the start ready position. On command, remove the safety and, with the trigger finger outside of the trigger guard, assume the shooting position of choice. Fire one short burst within a two second time limit. Return to the start ready position. Repeat procedure for an overall total of 12 rounds.

Stage three

Title: Multiple targets

Target: Three certified combat

Rounds: 12

Distance: 20 Feet

Time Limit: Four seconds overall

Light Conditions: Instructor's option

Procedure: Insert a magazine loaded with 12 rounds. With the safety on, charge the chamber. Assume the start ready position. On command, remove the safety and, with the trigger finger on the outside of the trigger guard, assume the shooting position of choice. Engage the 3 targets with burst of fire.

Stage four

Title: Use of protective cover

Target: Four certified combat

Rounds: 12

Distance: 30 feet

Time limit: 20 seconds overall

Light conditions: Instructor's option

Procedure: Standing behind a 6X4 barricade, insert a magazine loaded with 12 rounds. With the safety on, charge the chamber. Assume the start ready position. On command, remove the safety and, with the trigger guard, assume the shooting position of choice. Starting with the outermost target, engage the two targets from the strong side of the barricade, utilizing burst fire. Move to the weak side of the barricade and engage the two targets with burst fire starting with the outermost target. Overall time limit for 12 rounds is 20 seconds.

Stage five

Title: Medium range

Target: One certified combat

Rounds: 6

Distance: 75 feet

Time limit: 12 seconds per six round string

Light Conditions: Instructor's Option

Procedure: Insert a magazine loaded with six rounds. With the safety on, charge the chamber. Assume the start ready position. On command, remove the safety and with the trigger finger on the outside of the trigger guard assume the shooting position of choice. Fire six rounds within an overall time limit of 12 seconds.

Stage six

Title: Medium range

Target: One certified combat

Rounds: 6

Distance: 75 Feet

Time limit: 15 seconds per six round string

Light conditions: Instructor's option

Procedure: Insert a magazine loaded with six rounds. With the safety on, charge the chamber. Assume the start ready position. On command, remove the safety and with the trigger finger on the outside of the trigger guard assume the shooting position of choice (prone or sitting). Fire six rounds within an overall time limit of 15 seconds.

CORNER SHOT GUN (OPOTC #25FCSO-08-SMG-01)

Stage One

Title: Snap Shot

Target: Standard OPOTA combat target

Rounds: 6

Distance: 20 Feet

Time Limits: 2 seconds

Light conditions: Normal

Mode of Carry: Port Arms

Procedure: The officer will Fire from the low ready position, 2 rounds into the target area in 2 seconds for a total of 12 rounds.

Stage Two

Title: Multiple Targets

Target: Standard OPOTA combat target

Rounds: 9

Distance: 20 Feet

Time Limits: 10 seconds

Light conditions: Normal

Mode of Carry: Port Arms

Procedure: The officer will fire from the low ready position, 3 rounds into the target area of 3 different targets in 10 seconds for a total of 9 rounds

Stage Three

Title: Move and Shoot

Target: Standard OPOTA combat target

Rounds: 6

Distance: 30 to 10 feet

Time Limits: 20 seconds

Light conditions: Normal

Mode of Carry: Port Arms

Procedure: The officer will fire from the low ready position while moving forward in a tactical walking movement, officer will fire 6 rounds into the target area for a total of 6 rounds.

Stage Four

Title: Shooting around Barricade

Target: Standard OPOTA combat target

Rounds: 8

Distance: 20 Feet

Time Limits: 30 seconds

Light conditions: Normal

Mode of Carry: Port Arms

Procedure: The officer will Fire from the low ready position around a barricade.

1. Right side
 - 2 standing
 - 2 kneeling
2. Left side of barricade
 - 2 standing
 - 2 kneeling

The officer will be using the camera and monitor for sighting.

Stage Five

Title: Shooting over a Barricade

Target: Standard OPOTA combat target

Rounds: 4

Distance: 20 Feet

Time Limits: 20 seconds

Light conditions: Normal

Mode of Carry: Port Arms

Procedure: The officer will Fire from the kneeling position over a barricade. The officer will be using the camera and monitor for sighting.

Stage Six

Title: Shooting under a Barricade

Target: Standard OPOTA combat target

Rounds: 4

Distance: 20 Feet

Time Limits: 20 seconds

Light conditions: Normal

Mode of Carry: Port Arms

Procedure: The officer will Fire from the low ready position under a barricade. The officer will be using the camera and monitor for sighting.

Stage Seven

Title: Shooting standing upright over Barricade

Target: Standard OPOTA combat target

Rounds: 8

Distance: 20 Feet

Time Limits: 20 seconds

Light conditions: Normal

Mode of Carry: Port Arms

Procedure: The officer will Fire from the low ready position standing upright over a barricade. The officer will be using the camera and monitor for sighting.

Stage Eight

Title: Sight Shooting

Target: Standard OPOTA combat target

Rounds: 6

Distance: 50 Feet

Time Limits: 20 seconds

Light conditions: Normal

Mode of Carry: Port Arms

Procedure: The officer will Fire from the low ready position. The officer will be using the camera and monitor for sighting.

POLICE PATROL / CARBINE RIFLE

Stage 1: range 15 feet; (3) three rounds; 4.0 seconds

1. Index low threat cover
2. On signal, engage the target preferred area three rounds in 4.0 seconds
3. Index high threat cover, threat assessment

Stage 2: range 20 feet; (3) three rounds; 5.0 seconds

1. Index low threat cover
2. On signal, engage the target head oval three rounds in 5.0 seconds. (The instructor has the option to designate a pelvic oval on the target)
3. Index high cover, threat assessment

Stage 3: range 30 feet; (3) three rounds; 6.0 seconds

1. Index low threat cover
2. On signal, engage the target preferred area two rounds and the target head oval one round in 6.0 seconds. (The instructor has the option to designate a pelvic oval on the target)
3. Index high threat cover, threat assessment

Stage 4: range 50 feet; (2) two rounds; 5.0 seconds

1. Index non-dominant low threat cover
2. On signal, engage the target preferred area two rounds in 5.0 seconds
3. High threat cover, threat assessment

Stage 5: range 75 feet; (1) one round; 1.5 seconds

1. Index low threat cover
2. On signal, engage the target preferred area one round in 1.5 seconds
3. High threat cover: threat assessment

Stage 6: range 75 feet; (5) five rounds; 12.0 seconds

1. Load the rifle/carbine with one round chambered and one round only in the magazine for a total of two rounds
2. The shooter should have at least one reserve magazine charged to operational capacity
3. Low threat cover
4. On signal, engage the target preferred area two rounds, assume a kneeling position, reload the rifle/carbine according to agency policy, and engage the target preferred area three rounds from the kneeling position in twelve seconds

Stage 7: range 150 feet; (3) three rounds; 10.0 seconds

Range accommodation – Point of aim and point of impact will vary when using reduced targets for range accommodation distances. The following range accommodations are permitted for this shooting stage: 120 feet with 80% reduced target; 75 feet with 50% reduced target.

1. Low threat cover
2. On signal, assume prone position and engages the target preferred area three rounds in 10.0 seconds
3. Threat assessment

Shotgun

Stage 1: Distance to Target: 10 Feet

From condition 3 on the facing of the target or the sound of the timer, the shooter will present and fire 2 rounds in 4 seconds into the center mass area of the target.

After firing:

- Take a flanking step left or right
- Breathe, scan 360°, place the safety on and remain in condition 2.

** This drill is completed 1 time for a total of 2 rounds.

** Weapon remains in condition 2, loaded with 2 rounds going into Stage 2.

Stage 2: Distance to Target: 20 feet

From condition 2 on the facing of the target or the sound of the timer, the shooter will present and fire 2 rounds in 3 seconds into the center mass area of the target.

After firing:

- Take a flanking step left or right, breathe, scan 360°

- Perform an in-position load with 4 rounds buckshot to condition 2
- 1. Combat load 1 buckshot round directly into the ejection port and close the action.
- 2. Place the safety on.
- 3. Thumb 3 more buckshot rounds into the magazine tube.
- ** This drill is completed 1 time for a total of 2 rounds.
- ** Weapon remains in condition 2, loaded with 4 rounds going into Stage 3.

Stage 3: Distance to Target: 30 feet

From condition 2 on the facing of the target or the sound of the timer, the shooter will present and fire 2 rounds in 3 seconds into the center mass area of the target.

After firing:

- Take a flanking step left or right.
- Breathe, scan 360°, place the safety on and remain in condition 2.
- ** This drill is completed 1 time for a total of 2 rounds.
- ** Weapon remains in condition 2, loaded with 2 rounds going into Stage 4.
- ****If you are not shooting stage 4 skip to unload and clear ****

Stage 4: Distance to Target: 50 feet

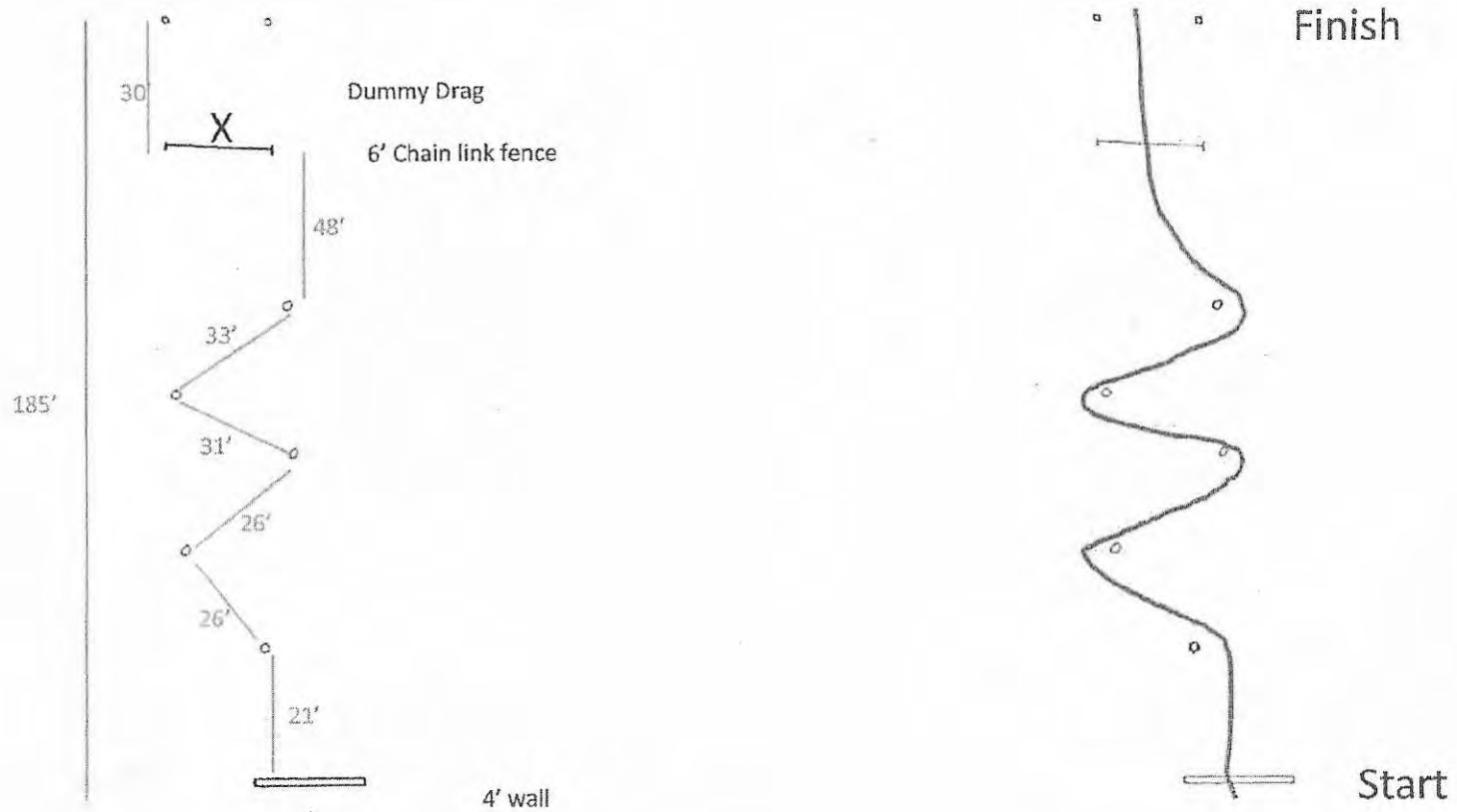
Select Load for slug shooting stage.

From condition 2 on the facing of the target or the sound of the timer, the shooter will perform a select load procedure, loading and chambering a rifled slug. Thumb an additional slug round into the magazine tube and engage the center mass region of the target with two (2) slug rounds. You have 20 seconds to complete the drill.

After firing:

- Take a flanking step left or right.
- Breathe, scan 360°, place the safety on and remain in condition 2.
- ** Stand easy on line and wait for commands to unload and clear shotguns and pistols

FCSO SWAT Obstacle Course



APPENDIX #7

Memorandum of Understanding
between the
Franklin County Sheriff's Office
and the
Fraternal Order of Police, Capital City Lodge #9

Whereas the collective bargaining agreement (CBA) prohibits contracting out of any current or future work which may be performed by members of the bargaining units;

Whereas the Fraternal Order of Police, Capital City Lodge #9 (FOP) filed Grievances 2021-13 and 2021-40 (the "Grievances") regarding the contracting out of K9 training;

Whereas the Franklin County Sheriff's Office (FCSO) denied the Grievances through Step 4 ^{3mpf} of the grievance procedure; _{5c}

Whereas the FOP has filed for arbitration on the Grievances; and

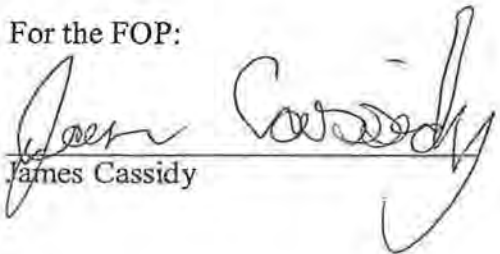
Whereas the FOP and the FCSO desire to resolve the Grievances to the mutual benefit of both parties under the terms set forth herein,

The parties hereby agree as follows:

1. This MOU shall apply to all K-9s used by the FCSO.
2. For the life of the 2022-2024 CBA only, the FCSO may use an external third-party certified police K9 instructor and trainer to train FCSO K9s, provided:
 - a. Such training is first offered to bargaining unit members who possess the necessary certification(s) required for such training;
 - b. The matter of contracting out is first discussed with the FOP at labor relations; and
 - c. The FCSO regularly provides updates to the FOP at labor relations on its progress in ensuring all K9 training takes place within the FCSO by the end of the 2022-2024 CBA.
3. Any member who is a current K9 handler and desires to become a certified police K9 instructor and trainer may apply to attend such a training course at no cost to the member.
4. This MOU shall be effective until the expiration of this CBA (December 31, 2024).
5. Upon execution of this MOU, the FOP shall withdraw the Grievances.

Entered into this 9th day of May, 2022.

For the FOP:


James Cassidy

For the FCSO:


Chief Michael Flynn

Memorandum of Understanding
between the
Franklin County Sheriff's Office
and the
Fraternal Order of Police, Capital City Lodge #9

Whereas the collective bargaining agreement (CBA) prescribes the standard workweek and filling of assignments and does not permit variable midwatch hours;

Whereas the Fraternal Order of Police, Capital City Lodge #9 (FOP) filed Grievances 21-25 and 21-28 (the "Grievances") regarding K-9 assignments;

Whereas the Franklin County Sheriff's Office (FCSO) has denied the Grievances through Step 3 of the grievance procedure;

Whereas the FOP has filed for arbitration on the Grievances; and

Whereas the FOP and the FCSO desire to resolve the Grievances to the mutual benefit of both parties under the terms set forth herein,

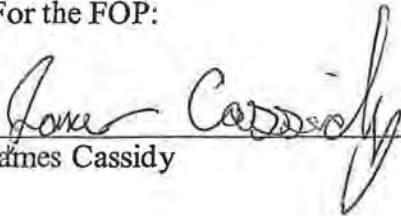
The parties hereby agree as follows:

1. Corrections K-9 assignments are seniority-based with no associated specs. Further, any Corrections K-9 assignment shall include a regularly assigned facility and regularly assigned shift.
2. A member in either the POTC or Non-POTC classification may apply to a K-9 assignment in Corrections.
3. Any member in a Corrections K-9 assignment shall retain their regular hours (i.e., currently 11:00 a.m. until 7:00 p.m.) and days off. When a member vacates a Corrections K-9 assignment, that assignment shall be rebid by seniority with the same days off and hours unless the parties mutually agree to alter the hours and/or days off at labor relations.
4. When any Patrol K9 assignment is vacated, that assignment shall be rebid by seniority with the same days off and hours unless the parties mutually agree to alter the hours and/or days off at labor relations.

5. Upon execution of this MOU, the FOP shall withdraw the Grievances.

Entered into this 9th day of May, 2022.

For the FOP:


James Cassidy

For the FCSO:


Chief Michael Flynn

MEMORANDUM OF UNDERSTANDING
between the
FRANKLIN COUNTY SHERIFF'S OFFICE
and the
FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9

WHEREAS, on October 25, 2016, the Franklin County Sheriff's Office (FCSO) and the Fraternal Order of Police, Capital City Lodge No. 9 (FOP) (collectively the Parties), entered into an MOU concerning job related special requirements for the position Corporal, Field Training Officer (FTO) Coordinator, Patrol Division; and


WHEREAS, during negotiations for the contract effective January 1, 2019 through December 31, 2021, the Parties reviewed the more than 300 outstanding memoranda of understanding into which they had previously entered and attempted to incorporate them into the Parties' collective bargaining agreement. The agreement that the FTO coordinator would be eligible to vary his or her assignment hours was incorporated into the agreement, but the terms and intent of the remainder of the October 25, 2016 MOU were inadvertently not incorporated, and


WHEREAS, the terms of the October 25, 2016 MOU were reasonable, prudent, and benefited both Parties, and the Parties desire to make the terms and the intent of the MOU applicable to the position of Sergeant, FTO Coordinator, Patrol Division; and

NOW THEREFORE, the Parties hereby agree to the following:

1. The vacancy shall be posted and filled in accordance with the seniority based job bidding procedures of Article 9, Assignments and Transfers, with job-related special requirements listed in number 2, below, considered Selection Criteria for purposes of Section 9.5. The position title shall be Sergeant, Patrol Division, FTO Coordinator, A Co., 7am to 3pm.
2. The position description for Sergeant, Patrol Division, FTO Coordinator may include the following job-related special requirements pursuant to Section 9.3: Member (1) must have previously completed the Patrol FTO program and (2) must have previously served as a FTO in the FCSO or five (5) years of FCSO patrol experience.
3. This Memorandum of Understanding is intended to address only the particular circumstances and subjects discussed herein, and it shall not serve or be cited as precedent by either the Sheriff or the Lodge in any future proceedings; provided, however, that either party may enforce the terms of this Memorandum of Understanding through the grievance-arbitration procedure established in the parties' collective bargaining agreement.

Entered into this 15th day of September 2022.


FOP President J. Simpson


Chief Michael Fym

ORIGINAL

Approved as to form: June R

Memorandum of Understanding
Between the
Franklin County, Ohio Sheriff's Office
And the
Fraternal Order of Police, Capital City Lodge #9

Whereas, the parties hereto, The Fraternal Order of Police, Capital City Lodge No. 9 ("FOP") and the Franklin County Sheriff's Office ("FCSO") agree to enter into this Memorandum of Understanding ("MOU") regarding the use of body-worn camera data, including audio and video footage. This MOU is limited to the effects related to the body-worn camera policy and not intended to negotiate the content of the policy itself.

The FOP and FCSO agree to the following provisions:

- A. Body worn cameras ("Cameras") shall not be intentionally activated to record conversations of other employees without their knowledge during routine, non-enforcement related activities, including but not limited to surreptitious recordings of conversations with other members.
- B. Cameras shall not be remotely activated and/or live streamed without the member's knowledge, unless such activation is immediately necessary for purposes of the member's safety or when necessary for the preservation of life, and/or when there is a reasonable risk of imminent serious physical harm or death to another law enforcement officer and/or member of the public.
- C. Cameras shall be powered off in places where, or at times when, a member has a reasonable expectation of privacy, such as locker rooms and restrooms (unless the member is engaged in law enforcement activity in such place); post-incident conversations with Deputy Support Team personnel or conversations with grievance representatives; and during a member's privileged communications as recognized under law.
- D. If a member realizes he or she unintentionally or inadvertently recorded recordings when the Camera should have been powered off, the member shall notify a supervisor in writing about the recording. The supervisor shall email the Risk Manager the details about the unintentional or inadvertent recording, and the Risk Manager shall determine the proper action, including but not limited to deletion, consistent with the records retention schedule. If the inadvertent recording captured protected confidential conversations (i.e., with grievance representatives or attorneys), then the member shall only be required to notify the supervisor that a confidential conversation was inadvertently recorded and provide the date and approximate time of the inadvertent recording. In such instances, the member shall not be required to disclose the details of the confidential recording in the writing to the supervisor. Said recording shall not be viewed by anyone except the

Risk Manager to confirm it is a protected communication. Once confirmed, such recording shall be deleted or such portions redacted. Review by the Risk Manager shall not be deemed to have waived the confidential nature of the inadvertent recording.


- E. Record after the fact ("RATF") recordings shall only be accessed following a law enforcement action or investigation, use of force, critical incident (officer discharges his/her firearm, in-custody death, death following use of force, death or serious bodily injury of a civilian following a pursuit or stopping tactic), public encounter, citizen or law enforcement officer/agency complaint or for actions which are criminal on their face, when it is apparent from a review of the footage captured prior to accessing the RATF that the entire incident has not been captured on the Camera recording. In such instances, the RATF may be accessed to capture or append to the Camera recording the footage of the entire specific incident.
- F. Misconduct detected as a result of any review of Camera recordings, including the RATF feature, may result in a member receiving disciplinary action only in a manner consistent with the terms of the collective bargaining agreement, as follows:
 - 1. Allegations of misconduct that are criminal on their face;
 - 2. Allegations of misconduct that could reasonably lead to criminal prosecution as determined by the Columbus City Prosecutor, Franklin County Prosecutor's Office, FCSO or other law enforcement agency with jurisdiction;
 - 3. Allegations of non-criminal conduct that are the same or similar to conduct for which the FCSO would traditionally render a suspension of ten (10) calendar days or longer and/or termination as the proper level of discipline for the first offense;
 - 4. Allegations of misconduct arising out of a citizen complaint or a complaint from another agency investigation (provided any such complaint is subject to Section 7.14 of the CBA) or a chain of command use of force ; or
 - 5. An administrative investigation of a member's conduct in a particular incident or event.
 - 6. For any other misconduct, after the first constructive counseling, for same or similar conduct occurring within a 90-day period, a member may receive documented training or a documented oral reprimand, depending on the level and type of misconduct. If the same or similar misconduct is observed a third time within a 90-day period, the misconduct may be investigated and discipline imposed pursuant to Articles 6 and 7 of the CBA.

7. Supervisors shall not review Camera recordings to target a member for discipline, embarrassment, or disparagement. If a supervisor is taking actions or conducting reviews that are not work-related or are markedly distinct in quality or character or made up of fundamentally different or dissimilar standards when compared to other supervisors that shall constitute targeting.
- G. Members shall be entitled to review Camera recordings—including recordings captured by a cruiser camera—both video and audio, from an incident in which they were involved prior to any questioning, completing a report, or making a (verbal or written) statement. However, nothing in this section shall affect the release of a recording pursuant to sections (H) and (I) below.
 - H. Vendor audit logs for each event recorded by a Camera—including recordings captured by the record-after-the-fact feature—will be maintained consistent with the records retention schedule and shall include a record identifying any FCSO employee who reviews any Camera recording, including information as to the specific recordings that were reviewed. In the event the vendor log should cease to contain this information, FCSO shall maintain and keep a log of said information.
 - I. A member shall be notified via email or in writing of any public records request for recording(s) that were made on any Camera recordings assigned to the member, and any other public records request for any recording(s) where the member is identified by name and/or badge number in the public records request, provided that the request is deemed proper under the law. The FCSO reserves the right to have legal review of any public records request. A member may request a copy of the requested recording(s), which shall be furnished at no cost to the member. Subject to the limitations in Paragraph (J) below, if the FCSO intends to release a recording that is not a public record, it shall first provide at least 72 hours' notice to any affected member(s).
 - J. In the absence of a court order, duly-issued subpoena, or request for discovery as part of a criminal or civil proceeding, the FCSO will not release any Camera recording that is not a public record as defined by Ohio Revised Code Section 149.43 that contains confidential communications of the member or that contains personal privacy interests without the written approval of the affected member(s) and the President of the FOP. If a court order, duly-issued subpoena, or discovery request seeks disclosure of such recording that is not a public record, then the FCSO shall provide the affected member(s) with at least 72 hours' notice prior to complying with the subpoena and at least ten (10) business days' notice prior to complying with the discovery request. If a

shorter time for response by the FCSO is required, the FCSO shall provide as much notice to the affected member(s) as possible.

- K. To the extent any member takes home a camera, there will be no expectation the member is to either charge or upload the camera at home, and the member will not receive any pay related to transporting or keeping the camera while off-duty.

For the FOP:



Jeff Simpson, FOP President

Date 9-1-22

For the FCSO:



Chief Michael Flynn

Date 9-1-22

MEMORANDUM OF UNDERSTANDING
with the FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9
to become a SIGNATORY EMPLOYER for the Lodge's
VOLUNTARY DEATH BENEFIT CONTRIBUTION PROGRAM

The Franklin County Sheriff's Office ("Employer") and the Fraternal Order of Police, Capital City Lodge No. 9 ("Lodge"), enter this Memorandum of Understanding (MOU) to facilitate the collection of contributions from participating members in the Lodge's Voluntary Death Benefit Contribution Program. This MOU is based upon the following representations by the Lodge:

- I. PURPOSE and GENERAL PROGRAM TERMS AND CONDITIONS
 - A. The Lodge, in furtherance of its purpose as a fraternal organization, has established a Voluntary Death Benefit Contribution Program ("Program"), whereby members of the Lodge, who are employed by law enforcement agencies within the jurisdiction of the Lodge, will make contributions to the Lodge by automatic payroll deduction, so that such contributions can be paid directly to the estate or designated beneficiary of any participating member who dies during active employment as a full-time law enforcement officer. The Lodge shall have the discretion to terminate the Program, upon written notice to the Employer, at any time. Termination will be effective on the date Employer receives notice.
 - B. Participation is limited to Deputy Sheriffs, including non-certified Deputy Sheriffs, who are subject to a collective bargaining agreement, and are members of the Lodge.
 - C. In order to be eligible to receive the death benefit from the Program, members must submit a written "election" form to the Lodge in order to be considered a "participating member." The Lodge may establish the method by which, and place limitations upon the time period(s) within which, members may submit such written election forms.
 - D. Once a member has elected to be a participating member in the Program, such election shall continue until the member is no longer actively employed as a full-time law enforcement officer or is no longer a member of the Lodge, whichever occurs sooner; however, a member also may withdraw from participation in the Program at any time by providing written notice of such withdrawal to the Lodge.
 - E. A participating member's estate or designated beneficiary will receive the death benefit provided by the Program if, at the time of the member's death: (1) the participating member is still actively employed as a full-time law enforcement officer; (2) the participating member is a member in good standing of the Lodge; (3) the member's employer has entered an agreement with the Lodge to become a "Signatory Employer" and deduct contributions from the pay of participating members in accordance with the terms of the Program.

MEMORANDUM OF UNDERSTANDING
with the FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9
to become a SIGNATORY EMPLOYER for the Lodge's
VOLUNTARY DEATH BENEFIT CONTRIBUTION PROGRAM

II. DEDUCTION AND TRANSMITTAL OF CONTRIBUTIONS

- A. Upon the death of a participating member, the Lodge will notify Signatory Employers to deduct a contribution of fifty dollars (\$50) from each participating member's next regular pay that includes regular dues deduction. This fifty dollar (\$50) contribution will be in addition to the participating member's regular Lodge membership dues. The Lodge will maintain the list, and be responsible for notifying Signatory Employers of the names, of participating members.
- B. A Signatory Employer agrees to deduct the aforesaid contributions from the regular pay of participating members, and will pay all sums collected through such payroll deduction to the Lodge in the same manner that it pays regular Lodge membership dues to the Lodge.
- C. No more than \$50 will be deducted from the pay of participating members within the same pay period. Therefore, in the case of multiple deaths, contributions will be deducted and benefits will be paid in order of the participating members' date and time of death.
- D. A Signatory Employer shall have no obligation or authority to make any deductions from the pay of any participating member unless it has received written notice of the Lodge instructing that such a deduction be made in accordance with this MOU and the Program.

WHEREFORE, based upon the foregoing representations, which are incorporated herein and mutually acknowledged by the parties, and in recognition the value and purposes of the Program:

- 1. The Employer agrees to become a Signatory Employer and to deduct contributions from the regular payroll of participating members whenever the Employer receives notice from the Lodge that such a deduction is appropriate under the terms of the Program.
- 2. The Lodge is solely responsible for maintaining the list of participating members in the Program, and the Lodge is solely responsible for notifying the Employer that a contribution should be deducted from payroll.
- 3. The Signatory Employer shall make such deductions from the next regular payroll for participating members from which Lodge dues will also be deducted; and, once the

MEMORANDUM OF UNDERSTANDING
with the FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9
to become a SIGNATORY EMPLOYER for the Lodge's
VOLUNTARY DEATH BENEFIT CONTRIBUTION PROGRAM

Employer transmits such deductions to the Lodge in accordance with this agreement, the Lodge shall be solely responsible for dispersing funds under the Program.

4. The contributions deducted from payroll shall be transmitted to the Lodge in the same manner and at the same time as regular Lodge membership dues.
5. This MOU shall remain in effect through the end of the Collective Bargaining Agreement dated January 1, 2022 thru December 31, 2024 unless the parties agree to modify the terms of, or discontinue, this MOU.

For the Employer:



Sheriff or his Designee

Date: 10/20/22

For the Lodge:



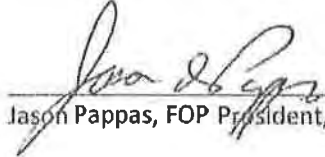
Jeff Simpson, President Lodge #9

Date: 10/18/22

APPENDIX #12

Side Letter #1

Special Deputies who, as of the effective date of the January 1, 2013-December 31, 2015 Collective Bargaining Agreement, had specific long standing (spanning a period of 1 year or longer) special duty assignments may continue to work that specific assignment; however, once the assignment is no longer worked by that Special Deputy, the special duty work shall be governed and assigned pursuant to the provisions of Article 25, Section(B)(1).


Jason Pappas, FOP President, Lodge #9


Zaeh Scott, Sheriff

The remaining special deputies this side letter pertains to are listed below.

Greg Thomas – Columbus Clippers, Laz/Standard Parking, Northwest Bible Church

Terry Wassmuth – Westland Area Library

Kenneth Feil – Westland Area Library

David McMannis – Northwest Bible Church

Mark Penington – Northwest Bible Church, CCAD (Seasonal), Ballet Met (seasonal), BOE (Seasonal)

Whereas, The Franklin County Sheriff's Office and the Fraternal Order of Police, Capital City Lodge No. 9 **agree to attach the MOU entered into on August 12, 2008 titled *Appendix #13*** to the Collective Bargaining Agreement for the duration of the agreement if the practice is permissible under OPERS guidance and the Ohio Revised Code. If the practice is no longer permissible under OPERS guidance and the Ohio Revised Code, this MOU will be eliminated.

MEMORANDUM OF UNDERSTANDING
between the
FRANKLIN COUNTY SHERIFF'S OFFICE
and the
FRATERNAL ORDER OF POLICE, CAPITAL CITY LODGE NO. 9

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Whereas, the Franklin County Sheriff's Office (FCSO) and the Fraternal Order of Police, Capital City Lodge No. 9 (FOP) desire to memorialize the provisions relative to the conversion of sick leave as set forth in Section 22.1(B)(3) of the parties' collective bargaining agreement (Agreement); and,

Whereas, the parties previously have recognized that sick leave conversion under Section 22.1(B)(3) of the Agreement is pursuant to an annual sick leave conversion program for eligible bargaining unit members; and,

Whereas, the parties also previously have recognized that amounts paid for sick leave conversion under Section 22.1(B)(3) of the Agreement will be treated as "earnable salary" only to the extent that such payments are for sick leave that was accrued and not used during the year in which the payment is made; and,

Whereas, the parties acknowledge that sick leave converted under Section 22.1(B)(3) of the Agreement is paid at the member's basic rate of pay; and,

Whereas, the parties further acknowledge that the FCSO utilizes a last-in / first-out ("LIFO") system for payment of accrued sick leave;

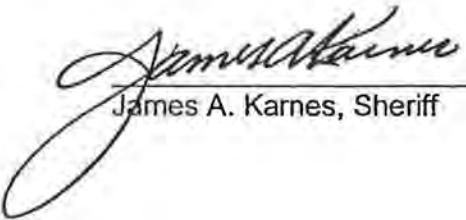
It is hereby agreed as follows:

1. Whenever a bargaining unit member with twenty (20) or more years of continuous service with the Sheriff's Office elects to convert sick leave under Section 22.1(B)(3) of the Agreement – i.e., elects to be paid up to one-half (½) the member's accrued sick leave balance, not to exceed 1,000 hours – the FCSO initially shall determine how many of the sick leave hours were accrued in the year preceding the request for conversion.
2. If the member requests to convert an amount of sick leave that is less than or equal to the amount of sick leave accrued and not used in the year preceding the request, the sum paid to the member shall be recognized as treated as "earnable salary", as defined by R.C. 145.01(R); and, when submitting a request for payment to the Franklin County Auditor's Office, the FCSO shall note that such payment is "earnable salary" under R.C. 145.01(R).
3. If the member requests to convert an amount of sick leave that exceeds the amount of sick leave accrued and not used in the year preceding the request, the sum paid to the member shall be recognized as treated as "earnable salary" only for the portion thereof that is attributable to the sick leave hours accrued and not used in the year preceding the request. When submitting a request for payment to the Franklin County Auditor's Office, the FCSO shall note which portion of the payment is "earnable salary" (i.e., attributable to the conversion of sick leave accrued during the previous year) and which portion of the payment is not "earnable salary" (i.e., attributable to the conversion of sick leave accrued more than one-year prior to the request for conversion).
4. Accrued sick leave converted under Section 22.1(B)(3) shall be paid at fifty percent of the member's hourly base rate of pay at the time that the request is approved (which effectively results in one hour of pay at the basic rate for every two hours converted).

- 5. This Memorandum of Understanding does not modify or amend the parties' Agreement; rather, it clarifies and confirms the provision of Section 22.1(B)(3) of the Agreement relative to the conversion of accrued, but unused sick leave.

This Memorandum of Understanding is executed this ^{gjk} 12 day of August, 2008.


James Gilbert, Lodge President


James A. Karnes, Sheriff