



05/09/2024  
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23-MED-09-0746  
44235

# AGREEMENT

BETWEEN THE

**CLARK COUNTY SHERIFF**



AND

**FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.**



**OHIO LABOR COUNCIL**

Effective January 1, 2024, through December 31, 2026

**DISPATCHERS**

SERB NO. 2023 – MED – 09 – 0746

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## PREAMBLE

This Agreement is made and entered into at Springfield, Clark County, Ohio, by and between the Office of the Sheriff of Clark County, Ohio (the Employer), and the Fraternal Order of Police/Ohio Labor Council, Inc. (FOP/OLC or the Union).

This Agreement is made for the purpose of promoting cooperation and continuous harmonious relations between the Office of the Sheriff, the employees of the Sheriff's Office and their representative, the FOP/OLC, and to comply with the requirements of Chapter 4117 of the Ohio Revised Code.

## ARTICLE 1 UNION RECOGNITION

**Section 1.1 Exclusive Representative** Pursuant to the certification of election results rendered by the State Employment Relations Board in Case No. Rep-04-0058 on August 8th, 1988, the Employer recognizes the Union as the sole and exclusive representative for all employees in the classification of full-time civilian dispatchers.

**Section 1.2 Exclusions** The Union recognizes the following employees as being excluded from the bargaining unit: supervisors, all sworn personnel, all part-time, intermittent (part-time), and all other employees in any other classification other than civilian dispatchers.

**Section 1.3 Definitions** For the purposes of this Agreement, a part-time employee shall be defined as one who is scheduled to work sixty-four (64) hours or less in a standard work period of fourteen (14) days. An intermittent employee is one who is employed on an irregular schedule for less than one thousand, (1,000), hours in any calendar year.

## ARTICLE 2 MANAGEMENT RIGHTS

**Section 2.1** The Union recognizes that except to the extent modified by this Agreement, the Employer has and will retain the full right and responsibility to direct the operations of the department, including but not limited to the following:

- a. To manage and determine its overall mission, functions and programs and services budget, location, physical facilities, equipment, standards of services to be performed, utilization of technology and organizational structure.
- b. To manage and direct its work force including the right to supervise, evaluate and hire employees;

- c. To determine the size and position of the work force, including the right to layoff employees;
- d. To suspend, discipline, demote or discharge for just cause, assign, transfer or promote employees;
- e. To determine the duties to be included in all job classifications, and the standard of quality and performance to be maintained;
- f. To effectively manage the workforce, including the right to determine work schedules and the necessity to schedule overtime and the amount required thereof;
- g. To maintain and improve the efficiency and effectiveness of programs and service;
- h. To adopt reasonable rules and regulations, not in conflict with this Agreement, and to use judgment and discretion in directing the operations of the department;
- i. To determine the overall methods, processes, means or personnel by which governmental operations are to be conducted.

No exercise of these rights shall conflict with the provisions of this Agreement. If the Union believes that such conflict exists, they may challenge it through the grievance procedure.

**Section 2.2 Reservation of Rights** The Employer on its behalf retains and reserves all its rights, power, authority, duty and responsibilities confirmed or invested in it by the laws and constitution of the State of Ohio and/or The United States of America. The exercise of any such right, power, authority, duty or responsibilities and the adoption of such rules, regulations, policies as it may deem necessary, and as those apply to the employees represented by the Union, shall be limited only the terms of this Agreement. In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure.

### **ARTICLE 3 SCOPE OF BARGAINING**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited rights and opportunity to make demands and proposals with respect to any subject

matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement. The parties further agree that this Agreement represents the entire agreement between the parties.

#### **ARTICLE 4 SUSPENSION OF CONTRACT IN EMERGENCY**

In the event of any riot, civil disturbance, catastrophe, infectious disease outbreak, natural or manmade disaster or attack, or other disastrous occurrences as determined and declared by the Sheriff, all provisions of this Agreement may be suspended, except those provisions establishing rates of compensation, insurance coverage or overtime pay. The parties agree this section will not be implemented due to any financial emergency or staffing inadequacies resulting from going below the minimum staffing level set forth in section 35.1 of this agreement, unless going below the minimum staffing level is caused by any of the reasons set forth in the first sentence of this paragraph.

Once such disastrous or emergency event has ceased, there shall be a grace period, not to exceed fifteen (15) days, in which all suspended terms of this Agreement shall be re-implemented.

Any disastrous or emergency event shall, however, be deemed to have ended no later than thirty (30) days after the date of the suspension of the contract, and re-implementation will begin immediately.

Should the Sheriff deem it necessary to declare that an emergency exists, and the terms of this contract are to be suspended as provided above, then the Sheriff shall notify the Union, by its officers, that an emergency has been declared and that the terms of this section are to be implemented. Such notification shall be in writing if possible. After the emergency is over and the suspended terms of the contract are re-implemented, employees shall be credited with seniority, sick and vacation time that would have been earned had the contract not been suspended.

#### **ARTICLE 5 NON-DISCRIMINATION**

The parties to this Agreement shall not discriminate for or against any employee on the basis of membership, non-membership or position in the Union.

It is a condition of this Agreement, agreed to by all parties, to provide equal opportunities to all employees and to prohibit any discrimination because of race, color, creed, sex, national origin, age, handicap, or political affiliation.

## **ARTICLE 6 DUES DEDUCTION**

**Section 6.1 Union Dues** During the term of this Agreement, the Employer will deduct current Union dues for Union members, provided that at the time of such deduction there is in the possession of the Employer a current written and signed authorization for the deduction of dues from that employee. Previously signed and unrevoked authorization cards shall continue to be effective until revoked in writing. During the first pay period in January and July of each year, the employer shall email the FOP/OLC a roster with all employees by classification.

Dues deduction will be made on a monthly basis only for the exclusive representative FOP/OLC and paid to the Union with the Employer providing a list of those employees for whom dues deductions have been made.

The Union shall set and establish the amount of dues to be deducted and the Employer shall be so notified of the amount to be deducted. Should it become necessary and prudent for the Union to increase or decrease the amount to be deducted, the Union shall notify the Employer of such increase or decrease and the effective date of such increase or decrease in writing. At no time will the Employer interfere with the establishment of, or the increase or decrease of, dues amounts.

**Section 6.2 Indemnification** The Union shall indemnify and hold harmless the Employer against any and all claims, demands, suits, or other forms of liability that arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this section.

**Section 6.3 Miscellaneous** The Employer will request the County Auditor to transmit all dues collected from bargaining unit employees to the Union on a monthly basis via ACH payment or by regular U.S. mail to 222 East Town Street, Columbus, Ohio 43215.

## **ARTICLE 7 HOURS OF WORK**

**Section 7.1 Definition** The standard work-day shall be defined as eight (8) consecutive hours within a twenty-four (24) hour period with a standard work-week defined as five (5) consecutive days.

**Section 7.2 Split Shifts Prohibited** No employee will be required to work a regular schedule which requires the employee to work a "split shift, unless mutually agreed to by the employee and the Employer."

**Section 7.3 Time Changes** Employees who work their regular schedule on the dates of the semi-annual time changes between Eastern Standard Time and Eastern Daylight-Savings Time shall receive eight (8) hours of pay. Employees who additionally work overtime on the dates of the semi-annual changes between Eastern Standard Time and Eastern Daylight-Savings Time shall be paid for all overtime hours actually worked.

**Section 7.4 Schedule Format** Work will be scheduled within the standard fourteen (14) day pay period to permit four (4) days off and ten (10) days of work, with the days off being the same two (2) consecutive days in each seven (7) day consecutive period.

**Section 7.5 Training Tiers**

Training Tiers will consist of six (6) tier steps:

1. Call-Taking (non-emergency and 911 calls)
2. City Fire Dispatching
3. County Fire Dispatching
4. City Law Enforcement Dispatching (LEADS and Main Radio)
5. County Law Enforcement Dispatching (LEADS and Main Radio)
6. E-warrants, LEADS/NCIC Operations, Validations

All probationary employees will begin training on call-taking (non-emergency and 911 calls) and either city fire dispatching or county fire dispatching. Probationary dispatchers who are in training will not be used to cover a shift until they have completed training and are signed off/released by management to work at least two (2) of the above listed tiers. Once an employee is signed off/released by management in two (2) of the above listed tiers, they will continue training on the additional tiers until they are trained on all tiers, however, will be eligible to work overtime voluntarily and/or mandated in a position they have been released by management to work. Probationary employees shall be completely cross trained in all tiers prior to the end of their probationary period.

All training hours will be documented by the Supervisor and presented to the Dispatcher who will sign off stating they have completed the training and are able to work the position on their own. The Supervisor will then sign the training documents and pass them on to the Assistant Director.

**Section 7.6.1 Non-Probationary Employees** (This section (7.6.1) sunsets June 30, 2025, or when all employees are cross trained)

Current employees who were hired before January 1, 2023, who are not cross-trained and not released by management to work all six (6) tiers, will receive training tier payments for all tiers they are currently signed off on. Management will ensure these employees will be fully trained and signed off on no later than December 31, 2024. Any member who routinely calls off on sick time, personal time, compensatory time, and/or vacation time when previously scheduled to be in training, or refuses training, shall be subject to progressive discipline.

Each dispatcher who was hired prior to January 1, 2023, who has not completed cross training in one or more of the tiers will be trained one person per shift, at a tier where they have not completed. The dispatchers will be trained by seniority until they are competent. Each dispatcher who is training on a new tier will be provided up to forty (40) hours of training per tier in a one (1) week period. In the event a dispatcher who is training on a new tier needs additional hours, management shall schedule additional training hours for the tier only when there is an open day that someone else is not training.

For example: The first person to be scheduled for forty (40) hours of cross training on the tier will be the most senior dispatcher. When the forty (40) hours is complete, the next dispatcher will be scheduled will be the second most senior dispatcher. In the event the most senior dispatcher needs additional training hours on a tier, they will be provided the additional training only when there is an opening on a shift and no one else is scheduled to cross-train that week.

Management shall ensure all non-probationary employees as of the signing date of the 2024 to 2026 agreement will be fully trained in all tiers no later than December 31, 2024.

All training hours will be documented by the Supervisor and presented to the Dispatcher who will sign off stating they have completed the training and are able to work the position on their own. The Supervisor will then sign the training documents and pass get on to the Assistant Director.

**Section 7.7 Meeting on Schedules:** The parties agree to meet no earlier than January 1, 2025, and no later than March 31, 2025, to discuss the possible implementation of twelve (12) hour shifts. Should no agreement be reached, the matter will not be subject to the dispute resolution procedures outlined in 4117.

## **ARTICLE 8 UNION LEAVE**

**Section 8.1 Negotiation Leave** Up to three (3) employees representing the Union will be given paid contract negotiation leave for any time during which bargaining table negotiations occur, at a straight-time rate. Each negotiator will be credited with up to eight (8) hours of work or relieved of



other duties for such time spent the day of negotiations that the employee would otherwise be scheduled to work.

The negotiating team for the Union may consist of as many members as it deems appropriate, but only three (3) employees shall attend the bargaining talks and be eligible for negotiation leave.

Time spent during negotiations shall not constitute hours worked for purposes of overtime compensation.

Employees will have the option to use paid contract negotiation leave as comp-time and may use the same day as the negotiation leave.

**Section 8.2 Admittance to Facilities and Work Sites** The Employer agrees that the Staff Representative of the Union shall be admitted to the Employer's facilities and sites during working hours upon advance notice to the Employer. Such visitation shall be for the purpose of ascertaining whether or not this Agreement is being observed by the parties, to participate in the adjustment of grievances and to attend meetings provided for herein.

**Section 8.3 On Duty Pay for Labor Management Meetings** The County shall continue the on-duty pay for the local Union representative for Union business if he/she is on duty at the time of a joint Labor Management meeting scheduled with Management and for reasonable and necessary time to prepare for such meetings. If the local Union representative is not scheduled to be on duty at the time of such a meeting, he/she will not be paid. This section shall not apply to meetings held for Contract negotiations.

## **ARTICLE 9 CONFLICT OF LAWS/SEVERABILITY**

**Section 9.1 Conflict of Laws/Superiority of Contract** This Agreement shall supersede any statute, rule or regulation pertaining to wages, hours, terms and other conditions of employment, except where the Agreement makes no specification about a matter, the public Employer and public employees are subject to all applicable state or local laws or ordinances pertaining to wages, hours, terms, and other conditions of employment for public employees.

**Section 9.2 Severability** If any clause, sentence, paragraph, or part this Agreement, or the application thereof to any person or circumstance, shall, for any reason, be judged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement and the application of such provisions to any other provision, persons, or circumstances.

**Section 9.3 Exclusion of Civil Service Law** Except as expressly otherwise provided in this Agreement or specifically excepted from the scope of collective bargaining by the provisions of Revised Code Chapter 4117, no section of the civil service laws contained in Ohio Revised Code Chapter 124 or of the Ohio Administrative Code shall apply to employees in the bargaining units. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to the employees in the bargaining unit.

## **ARTICLE 10 SENIORITY**

**Section 10.1 Definition** Seniority will be established on the basis of uninterrupted full-time service in the Sheriff's Office or the City of Springfield performing the duties of civilian dispatcher.

**Section 10.2 Break In Service** The following situations shall not constitute a break in continuous service:

1. Absence while on approved leave;
2. A layoff of two (2) years duration or less;
3. A resignation where the employee is re-employed within thirty (30) days;
4. A temporary assignment outside of the bargaining unit. However, an employee shall not accumulate seniority for any period during which a temporary assignment outside of the bargaining unit exceeds 120 days.
5. Bargaining unit members who accept a promotion out of this bargaining unit will be permitted to return to their prior position (after July 8, 2019) without loss of seniority during their initial probationary period for the promotion. Upon return, the member shall be placed at the appropriate step in the pay scale for their total years of service worked prior to accepting the promotion.

Example: an employee is promoted and has 15 years 2 months and 21 days of service on at the time of promotion. The employee returns to the bargaining unit within the 145 days of accepting the promotion. The employee re-enters the bargaining unit with 15 years 2 months and 21 days and will be placed accordingly on the seniority sheet.

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

1. Discharge for just cause;

2. Retirement;
3. Layoff for more than two (2) years;
4. Failure to return to work at the expiration of an approved leave of absence;
5. Failure to respond to a recall notice within five (5) calendar days of a recall from layoff;
6. A resignation, unless the employee is re-employed within thirty (30) days;
7. Overstaying a leave of absence unless prior written approval is received from the employer;
8. Engaging in other employment while on an approved leave of absence.

**Section 10.3 Tie Breaker** In cases where two or more persons started their service with the Clark County Sheriff's Office on the same date, seniority will be established by the last four digits of the employee's social security number on the date of hire; the lower number will have seniority over the higher number in such instances.

## **ARTICLE 11 LAYOFF AND RECALL**

**Section 11.1 Reasons For Layoff, Notice** Employees may be laid off as a result of a lack of work, lack of funds, or job abolishment, but only after all temporary, part-time, seasonal and intermittent employees in the Dispatching Department have been laid off or terminated. For purposes of this section "job abolishment" shall mean the permanent elimination of a position from the department.

The Employer shall notify the Union and each affected employee to be laid off at least fourteen (14) days before the date of layoff and will discuss with the Union's representatives the effects of the remaining employees. Any layoff on an employee shall be instituted in accordance with the least senior employees being laid off first.

**Section 11.2 Recall List** An employee laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled in inverse order of their layoff. Any recalled employee requiring additional training to meet the position qualification in existence at the time of recall must satisfactorily complete any additional training requirements within twelve (12) months of the recall. Any training required in this section shall be at the Employer's expense.

**Section 11.3 Notice of Recall** Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided in writing by the employee to the Employer.

**Section 11.4 Return From Recall** The recalled employee shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the receipt or attempted delivery of the recall notice in which to report for duty, unless a later date is specified in the notice of recall.

**Section 11.5 Financial Responsibility** The parties shall be allowed to introduce testimony and evidence that they believe is relevant in grievances involving layoffs and/or other economic-based disputes.

## **ARTICLE 12 SHIFTS and ANNUAL SHIFT SELECTION**

**Section 12.1 Shifts** The Employer shall annually establish the starting and ending times of each shift as needed to effectively operate the communications center.

**Section 12.2 Shift Bids** Shift bids will occur annually. The employer will post the shift availability and days off in the communications center with a roster listed in order of seniority. Barring emergency conditions which would be temporary in duration, which would necessitate reassignment of personnel, each bargaining unit member will choose an available shift and days off, in writing, in order of highest seniority to lowest seniority. The shift bid should be completed within fourteen (14) days of the initial posting, but no later than November 24<sup>th</sup>. The shift change will take effect on Monday of the beginning of the first full pay period of January of each year. After the selection is made, if the employee has their shift assignment changed, the employee will be given seven (7) days prior notice if possible before such change takes effect.

**Section 12.3 Shift Bid Exclusions** Except when covered by FMLA, employees who have submitted their two (2) week notice of resignation or are on unpaid leave or disability leave shall be excluded from the annual shift selection process. Upon return from leave, employees shall participate in the next regularly scheduled shift selection.

**Section 12.4 Temporary Reassignments** The Employer shall have the right to establish different work schedules for employees assigned to special assignments, which shall be temporary in duration (no more than forty-five (45) days). Employees shall not be involuntarily rescheduled or reassigned more than one (1) time per calendar year. The employee will receive seven (7) days prior notice to such a change unless circumstances require less notice or is mutually agreed upon by the employee and Employer. Employees who are involuntarily rescheduled will not be denied

their previously bid for and/or approved Holidays, personal hours, compensatory time hours or vacation days.

Employees may request a shift change at any time, if two (2) employees agree to the change on a no gain, no loss basis, subject to approval by the Communications Center Director or designee .

**Section 12.5 Trade of Work Days** By mutual agreement between the involved employees and the Communications Center Director or designee, members of the bargaining unit may trade scheduled work days. Such trade shall not be unreasonably denied. The shifts traded will occur within the same week and will be submitted on Aladtec.

**Section 12.6 Shift Trade** Employees will be allowed to permanently trade shifts with other bargaining unit members. The request shall be made in writing to the Communications Center Director or designee. Once approved, the bargaining unit member(s) will be subject to overtime/order-ins on their new shift. Bargaining unit members who permanently change the hours of their shift will forgo their choices of holiday bids and all approved time off will be cancelled and employees can resubmit leave requests which will be approved or denied based on the terms of Article 37, Section 2 of this agreement.

**Section 12.7 Vacant Dispatch Slots** In the event a dispatch position becomes permanently vacant or is newly established, management has the right to determine if the vacancy should be posted or remain open until the vacancy can be filled. When a vacant position is posted, management shall post the availability of the position for a period of five (5) days. Dispatchers who are interested in filling the vacant position will be chosen by greatest seniority. If no one responds to the posting, it will remain open until filled by a new hire or by temporary assignment consistent with this Article. Management is not obligated to post the slot vacated by the dispatcher awarded the original vacancy. Any dispatcher who accepts a shift change under this section will forfeit their bid holidays off under Article 37, except when the dispatcher is remaining on the same shift and only changes days off. Any dispatcher that accepts a shift change under this section must resubmit for all desired leave, even if the leave has been pre-approved, except when the dispatcher is remaining on the same shift and only changes days off. Approval or denial of this leave will be consistent with other provisions of this contract.

**ARTICLE 13  
PURPOSELY BLANK**

**ARTICLE 14  
NO STRIKE - NO LOCKOUT**

The Union agrees for itself, its representatives and its members that neither it nor they will directly or indirectly call for, instigate, sanction, or encourage a strike or any concerted work stoppage or

other job action designed to impair or impede the function of the Sheriff's Office or any part thereof.

The Union agrees to actively seek stoppage of any type of job action by any member of the bargaining unit and shall take whatever affirmative steps within its ability that are reasonable to end such job action.

The Employer reserves the right to take disciplinary action against those who violate this section.

The Employer agrees not to lock out any member of the bargaining unit during the term of this Agreement.

## **ARTICLE 15 GRIEVANCE PROCEDURE**

**Section 15.1 Purpose** The Employer and the Union recognize that in the interest of harmonious relations, a procedure is needed whereby employees can be assured of prompt, impartial, and fair processing of their grievances. The grievance procedure shall be the exclusive method of resolving grievances as hereinafter defined. However, it is not intended that this procedure to be used to effect changes in this Agreement.

**Section 15.2 Definition** The term "grievance" shall mean an allegation by an employee(s) that there has been a breach, violation, misinterpretation or improper application of this Agreement. Employees may grieve discipline that results in loss of pay or position but may not grieve reprimands beyond the second step.

**Section 15.3 Procedures** All grievances must be presented at the proper step and time in progression in order to be considered at the next step. Grievances involving lost pay shall be initiated at Step 2 of the grievance procedure. A grievance may be filed by a group of employees provided that the alleged breach, misinterpretation or improper application applies to all members in the group and further provides that each member of the group co-signs the grievance within sixty (60) days of receipt of the Chief Deputies response at Step 2.

**STEP 1 ASSISTANT COMMUNICATIONS DIRECTOR** Any employee, with or without his designated Union representative shall discuss a grievance with the Assistant Communications Director.

**STEP 2 COMMUNICATIONS DIRECTOR** If the grievance is not settled in Step 1, an employee may appeal their grievance to Step 2 by presenting the written grievance to the Communications Director within fourteen (14) days of the occurrence of the act or event giving rise to the alleged grievance for review of the merits of the case. The Communications Director

shall schedule a meeting on the grievance within fourteen (14) days. The Communications Director shall reply to the grievant and his Union representatives, in writing, within seven (7) days of the meeting. If the grievant waives in writing his right to a meeting, the Communications Director shall reply to the grievant and his Union representatives, in writing, within seven (7) days of receipt of the waiver.

**STEP 3 SHERIFF'S DESIGNATED REPRESENTATIVE** If the grievance is not settled in Step 2, an employee may appeal their grievance to Step 3 by presenting the written grievance to the Sheriff's Designated Representative within fourteen (14) days of the occurrence of the receipt of the Step 2 response. The Sheriff's Designated Representative shall schedule a meeting on the grievance within fourteen (14) days. The Sheriff's Designated Representative shall reply to the grievant and his Union representatives, in writing, within seven (7) days of the meeting.

### **STEP 3 ARBITRATION**

**A. Appeal To And Selection Of Arbitration** If the grievance is not answered or settled in accordance with the foregoing procedures, the Union may refer the grievance to arbitration. The Union must notify the Employer, in writing, within fourteen (14) days after the Step 3 answer was received of its intent to take the grievance to arbitration. The parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. The parties shall select an arbitrator by alternately striking names from the list until one name remains. The remaining name shall be the arbitrator. The parties shall alternate making the first strike. This procedure shall be finalized within sixty (60) days of receipt of the list from FMCS. Should a party fail to strike within the sixty (60) day period, the other party shall select the arbitrator from the list provided by FMCS. The arbitrator shall be notified of his selection by a letter from the Employer and the Union requesting that he set a time and date, subject to the availability of the Employer and the Union representative. All arbitration hearings shall be held in Springfield, Ohio (unless the parties mutually agree otherwise).

**B. Authority, Limits And Responsibilities Of Arbitrator** The arbitrator shall have no right to amend, or recommend to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall submit, in writing, his decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding to all parties. Issues of arbitrability raised by either

party at arbitration shall be decided by the arbitrator and the decision shall be final and binding upon the parties.

**C. Cost/Fees Of Arbitration** The fees and expenses of the arbitrator shall be equally shared by both parties. However, each party shall be responsible for compensating its own witnesses or other cost incurred, such as, the purchase of a written transcript or recording of the hearing.

**Section 15.4 Union Representation** At all steps in the grievance procedure, the employee may have a designated Union representative present. The Union representative in attendance shall not suffer any loss of pay or be entitled to any overtime pay while attending meetings or arbitration hearings.

**Section 15.5 Withdrawal And/Or Settlement Of Grievance** The grievant(s) may withdraw his grievance at any time by doing so in writing or by permitting the time requirements to lapse without further appeal. The parties may settle and/or compromise any grievance on mutually agreeable terms provided that any such settlement shall be deemed to have been made on a "no precedent" basis and further provided that the designated Union representative shall be notified of and permitted to attend any meeting between the Employer and the grievant concerning settlement.

**Section 15.6 Consolidation Of Grievances** Two or more grievances may not be joined or consolidated for hearing by an arbitrator except upon the express mutual Agreement of the parties.

**Section 15.7 Time Limits** The parties may, by mutual agreement, waive any steps or any of the time limits of this Article. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer.

**Section 15.8 Pre-arbitration Meetings** Either party may request, in writing, a pre-arbitration meeting and a meeting shall be conducted. Such meeting shall be for the purpose of meeting to discuss the merits of the grievance, to exchange lists of witnesses (with a description of testimony expected), and to exchange copies of any documents expected to be used in the arbitration hearing. Requests for such meeting shall be in writing and presented/served on the other party at least thirty (30) calendar days after the Step 2 written answer. A meeting shall be scheduled for a date no later than fourteen (14) days after receipt of request for a pre-arbitration meeting, unless the parties agree otherwise.



**ARTICLE 16**  
**DISCIPLINE/PERSONNEL RECORDS**

**Section 16.1 Just Cause** No employee having completed his probationary period shall be disciplined or discharged except for just cause.

**Section 16.2 Form of Discipline** Disciplinary action may include (a) verbal warning; (b) written warning; (c) reassignments; (d) working suspensions; (e) loss of vacation; (f) suspension without pay; (g) discharge from employment. At no time will written discipline be handled or discussed in front of other bargaining unit members. All written discipline will be issued in a private, business-like manner.

**Section 16.3 Progressive Discipline** The Employer will discipline its employees in a consistent manner taking into consideration the facts of the situation and the employee's disciplinary history, work history and other factors that may be pertinent in determining the appropriate discipline.

**Section 16.4 Pre-disciplinary Process** Before any employee is suspended or discharged from employment, the employee shall have the right to have a fair hearing with the Employer or his designee for the purpose of receiving from the Employer the reason for the proposed suspension, or discharge and to explain to the Employer his version of the facts giving rise to the proposed discipline. The employee may choose to: 1) appear at the hearing to present an oral or written statement in his defense; or 2) appear at the hearing and have a chosen representative present an oral or written statement in defense of the Employee; or 3) elect in writing to waive the opportunity to have a pre-disciplinary hearing. Failure of the Employee to elect and exercise one (1) of the three (3) options will serve as a waiver of the Employee's right hereunder to a pre-disciplinary hearing. The employee will not be entitled to compensation for attending this hearing unless the hearing is scheduled during his or her shift. The employee may request to have his Union representative in attendance at such hearing.

Any employee who is charged with violating rules and/or regulations of the Sheriff's Office will be provided copies of all transcripts, records, written statements and tapes pertinent to the case. This information will be provided to the employee at least seventy two (72) hours prior to any pre-disciplinary hearing with management.

**Section 16.5 Appeal of Discipline** Any disciplinary action may be grieved through the grievance/arbitration procedure, however, verbal warnings and written warnings are grievable only to Step 2 of the grievance procedure herein and will not be subject to arbitration.

**Section 16.6 Record of Discipline** Verbal warnings and written warnings shall cease to have force and effect twelve (12) months from the date of issue, provided that no additional disciplinary action has been taken against the employee in that time frame. Any other disciplinary records

described herein shall cease to have force and effect twenty-four (24) months from date of issue, provided that no additional disciplinary action has been taken against the employee in that time frame.

Upon request, an employee shall be given a copy of any written disciplinary action or evaluation placed into his personnel file, except as provided herein. An employee shall be permitted to insert written clarification or explanatory memorandums and attach such memorandum to the material found in the employee's personnel file.

In any case in which a verbal warning, written warning, suspension, or dismissal is disaffirmed or otherwise rendered invalid, all documents relating thereto will be removed immediately from the employee's personnel file.

**Section 16.7 Number of Personnel Files and Documents** There will be one (1) official personnel file held by the Sheriff or his designated representative. An employee shall have access to this personnel file upon reasonable notice to the Employer. Such access to the personnel file shall be within two (2) working days of said request. An employee shall have access to his personnel file during normal office hours of the custodian of the record. The employee may be accompanied by his Union representative in such inspection. It is understood between the parties that this access does not include pre-employment Employer inquiries and reference checks and responses obtained during the pre-employment investigation. An employee may request copies of materials in his personnel file; however, the employee shall bear to cost of duplication of \$.25 per copy.

**Section 16.8 Inspection of Personnel Files** Any bargaining unit member shall have the right to inspect his/her personnel file, except material which may not be disclosed in accordance with Chapter 1347 of the Ohio Revised Code, upon reasonable notice to the custodian thereof. Such access to personnel files shall be within two (2) working days or as soon as possible. The member has the right to provide written authorization for a bargaining unit member to act for the member in requesting access to the personnel file and to review said file. The designated bargaining unit member inspecting a member's file shall sign indicating he/she has reviewed the file.

Upon request, an employee shall be given a copy of any written disciplinary action or evaluation placed into his personnel file, except as provided herein. The members file shall not be made available to any person or organization other than the Employer without the employee's express written authorization unless pursuant to court order, subpoena, or request made pursuant to the Ohio Public Records Act. Any records that the Employer may keep confidential, shall be kept confidential and shall not be released pursuant to the Ohio Public Records Act.

## **ARTICLE 17 OVERTIME**

**Section 17.1 Overtime Compensation, Computation** Employees who volunteer or are mandated to work in excess of their originally scheduled workday, or forty (40) hours in any seven (7) day work week, will receive compensation at one-and-one-half times the employee's normal rate of pay.

### **Section 17.2 Time Worked Defined**

Sick leave, vacation leave, compensatory leave, and holiday/personal leave shall count as time worked for purposes of overtime if an employee volunteers or is mandated to work during the work week in which it's used.

**Section 17.3 Compensatory Time** Compensatory time may be chosen in lieu of pay for overtime hours voluntarily worked. Employees will be credited at the rate of time and one-half for each hour of overtime voluntarily worked. Any employee who wishes to use hours from their Comp-time bank shall make a written notice (48) forty-eight hours in advance, unless otherwise agreed upon, to the employees immediate supervisor and request approval. Such leave shall be granted on a first come first serve basis based on the terms of Article 37, Section 2. Compensatory time may be accrued from year to year up to a maximum of one hundred (100) hours on the books at any given time. Such comp time must remain "comp" and shall be eligible for buy out quarterly, in each calendar year, not exceeding the amount of fifty (50) hours each quarter. The buy out request must be submitted via email to the Communications Center Director or designee on or before March 15, June 15, September 15, and December 15 of each year. The buy out will be paid the first full pay period after the submission date listed. No more than forty-eight (48) hours of compensatory time may be on the books as of December 31 of each year.

**Section 17.4 Requirement For Overtime** To receive credit for overtime, the employee must:

1. Actually work the hours for which claim is being made.
2. Have the overtime authorized, granted, or approved by the Supervisor, or appointing authority prior to working the overtime.
3. Submit to the employees shift supervisor or Communication Center Director a request for overtime form stating the time and date worked, the total hours worked to the nearest one-tenth hour, and why the overtime was worked.

### **Section 17.5 Available Overtime Procedure**

1. Overtime opportunities with less than forty-eight (48) hours prior notice of the available shift will be simultaneously communicated by text message to all employees who are eligible to work on their own in at least two (2) tiers in accordance with Article 7, section 6. The overtime opportunity will remain open for no less than sixty (60) minutes.
  - a. At the time the opportunity is paged out, the Employer, as soon as practicable in consideration of working conditions of the dispatch center, will notify the employee who will be mandated if no one volunteers for the overtime.

Employees not working at the time the opportunity closes and subject to be ordered in will be notified in person within two (2) hours after the start of their next shift.

Should notice not be provided under this section, (17.5 (1)(a)), the mandated employee will be given one (1) extra hour of compensatory leave.

2. Overtime opportunities with more than forty-eight (48) hours prior notice of the available shift will be simultaneously communicated by text message to all employees who are eligible to work on their own in at least two (2) tiers in accordance with Article 7, section 6. The overtime opportunity will remain open for no less than twenty-four (24) hours.
3. The overtime will be granted to those who respond affirmatively in the following order: (1) fewest overtime hours worked that quarter of the year; if there is a tie in fewest overtime hours worked that quarter of the calendar year, (2) by seniority. Employees may take a maximum of eight (8) hours of overtime until all others who have responded within the applicable time frame have been permitted to choose a slot. If the slots are still available, Employees may take as much as they desire based on the above criteria.

Once an employee has worked overtime hours, their hours worked will be updated on the overtime hours worked log. The overtime hours worked list will be reset to "0" as of January 1, April 1, July 1 and October 1 in each year of the contract. The first employees to be ordered to work overtime are those employees who have worked the least amount of overtime hours in the quarter (or if a tie, the least senior) whose scheduled shift abuts the overtime opportunity. If this does not result in the filling of the overtime opportunity, then employees on their days off will be ordered in, starting with employees who have worked the least amount of hours in the quarter. Employees who are mandated to work overtime on their days off will have the option of taking pay or compensatory time for the hours worked. However, in no case will an employee be ordered to work overtime which does not abut the employee's shift without a twelve (12) hour break before and after the overtime opportunity. Employees who are voluntarily working or otherwise mandated to work

overtime on a scheduled off day shall not be required to work more than eight (8) consecutive hours in any given off day.

Employees on approved leave (e.g. vacation, comp. time or personal day) will not be ordered for overtime except in case of emergency, as defined in Article 4. Employees who have one full shift or more scheduled off abutting to their natural days off will not be ordered in from the last scheduled shift before the approved leave until the approved leave is completed. During this period the employee will not be entitled to overtime opportunity unless the employees expressly make themselves available. If, during a preceding shift the need arises to have an employee work overtime, the supervisor may fill the vacancy by hold over overtime without use of the overtime list.

**Section 17.6 Remedy** Employees who believe they should have been awarded overtime but are not shall file a written statement with the Communications Center Director, or designee within five (5) calendar days of the time they believe they should have worked the overtime. If it is found that they should have worked the overtime the remedy for the employee shall be to work the next available overtime until the employee has worked at least the amount of overtime they should have worked. Also, this is the only remedy an arbitrator may apply to a grievance.

**Section 17.7 Overtime Caused by Supervisor call offs.** In situations when bargaining unit members are mandated to cover overtime slots when there is no supervisor actively working the floor at the communications center, the most senior Bargaining Unit Member ordered in will be paid an additional five dollars (\$5.00) above their otherwise applicable rate.

## **ARTICLE 18 CALL BACK CREDIT**

**Section 18.1 General Procedures** If an employee leaves work at the end of his shift, and is contacted by the office to return to work prior to his next scheduled shift of duty, such employee, when he responds, will be compensated at a rate of one and one-half (1.5) times the employee's normal rate of compensation. At no time will the responding employee be credited with less than three (3) hours, (3 hours at time and one half), unless such time is connected to the beginning of his normal work shift.

When contacted for call back, the employee will ascertain the reason he is being notified to respond and the supervisor authorizing the call back.

Employees who report as a result of the call back notification will not be sent home early from an assigned shift in order to avoid compensating the employee. However, a request from the employee to be dismissed early may be honored and the overtime worked as a result of call back be reduced by the amount of time taken off prior to the end of the scheduled shift.

Employees who return to work for training, disciplinary hearings or those who show up without being notified to do so are not entitled to call back credit.

Employees who are called in as a witness (not the focus) for an internal affairs investigation are entitled to call back credit.

It will not be required of the employee to file a claim for call back credit. However, he/she must initial the attendance sheet. The supervisor authorizing the call back will make proper notification to ensure credit is given.

**Section 18.2 Court Time** Any time an employee is required to appear in court in connection with their official duties shall be considered hours worked. When requested by an employee and approved by the Supervisor, the employee may be released early from the shift prior to or directly after court time if sufficient manpower is available. The time off will be deducted from time gained during the court appearance. Employees actually attending court will receive a minimum three (3) hours overtime provided the time is not during the employees normal scheduled work day. Any court time exceeding three (3) hours will be computed at the rate of one and one half (1.5 for all time spent in court to the nearest half hour). The employee, to receive credit for court appearances, will use the time clock in. the appropriate court and will punch out using the back of the available subpoena/overtime slip or pay voucher and will make a good faith effort to ascertain if the case is to receive attention from the courts before attending the proceedings.

## **ARTICLE 19 SICK LEAVE**

**Section 19.1 Sick Leave Earned:** Sick leave is earned at the rate of 4.6 hours per pay period so long as the employee is in active pay status, including all Employer-paid leave, excluding overtime status, a leave of absence without pay, layoff, disciplinary suspension, or any other unpaid leave. The maximum accrual for members in the bargaining unit shall be one hundred twenty (120) hours in any calendar year. Sick leave can be accrued indefinitely. Sick leave can be transferred between county and other city and state departments.

**Section 19.2 Sick Leave Conversion at Retirement:** Upon retirement, a bargaining unit employee may convert to pay up to 320 hours of his/her accumulated sick time.

**Section 19.3 Use of Sick Leave:** Sick leave may be granted to an employee for the following reasons:

- a. Illness of or injury to the employee or a member of his/her immediate family. (In case of a member of the immediate family not living in the same household, their supervisor may credit sick leave when he believes it justified, but such cases will be carefully investigated).

- b. Death of a member of his/her immediate family. (Sick leave usage is limited to five (5) working days unless extended with consent of the employee's supervisor).
- c. Medical, dental, optical examination or treatment of and employee or a member of his/her immediate family.
- d. If a member of the immediate family is afflicted with a contagious disease and 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.
- e. Pregnancy and/or childbirth and other conditions related thereto.

Sick leave shall be charged by exact time missed to calculate to a regularly scheduled workday. Employees who use sick leave for their own illness will be presumed to be on sick leave for their regularly scheduled shift. During this entire period, employees are presumed to be at the location for which they are recuperating. It is presumed that the employee shall not work another job or participate in any other extracurricular activities that are inconsistent with the illness or injury for which the employee used sick leave for the duration of this period. These presumptions can be rebutted by either the employee or the Sheriff, depending on the facts and circumstances.

**Section 19.4 Immediate Family:** The definition of immediate family for use of sick leave shall include: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, step-parent, spouse, child, step-child, grandchild, a legal guardian or other persons who stand in loco parentis.

**Section 19.5 Reasonable Use for Sick Leave:** Employees failing to comply with sick leave rules and regulations shall not be paid. In addition to not being paid, the employee may be disciplined as outlined in Section 19.9. Application for sick leave with intent to defraud may result in dismissal, or other disciplinary action, and a refund to the county for salary or wages paid to the former employee, in an amount not to exceed the amount of benefits paid to the employee, that are determined to be fraudulent. All discipline associated with this Article shall only be considered for the purpose of progressive discipline in accordance with Section 19.9 and will not be considered for other potential discipline.

**Section 19.6 Justification of Sick Leave:** The employee shall furnish a written statement on the leave form supplied by the employer to justify the use of sick leave. Employees need only make reference to the specific letter section of Section 19.3 in order to justify their sick leave. However, if the employee has engaged in a pattern of abuse as defined in Section 19.9 (G) or is subject to discipline for absences under Section 19.9 (G) 8, the Sheriff's HR designee shall require a description of the employee's illness or injury. If absence due to illness or injury exceeds three (3) consecutive working days, the Employer requires the employee to obtain a certificate from a

physician or nurse practitioner and shall furnish a written statement on the leave form supplied by the employer justifying the sick leave. The failure to present such a certificate from a physician or nurse practitioner and/or written signed statement on the leave form supplied by the employer shall result in loss of pay for the time absent. When sick leave is requested to care for a member of the immediate family (as defined in Section 19.3) and qualifies as a FMLA occurrence exceeding three (3) consecutive work days of the employee, the Employer requires a physician's or nurse practitioners certificate showing the family member is being treated. The documentation outlined above shall be submitted immediately upon return to work. The employer shall follow all HIPPA requirements and all medical information shall be kept strictly confidential and access shall only be given to management employees with a need to know.

**Section 19.7 Annual Sick Leave Conversion:**

By June 1 and December 1 of each year calendar year, each employee who has at least 400 hours of accumulated sick leave may submit a written request to convert up to a total of 40 hours of accumulated sick leave on each date (with no more than 80 total hours annually) to a cash payment, providing that the employee's sick leave balance does not drop below 400 hours. Such cash payments shall be made in the second pay period in June and December of each calendar year. Sick time conversion shall be paid by a separate check.

**Section 19.8 Mark Off:**

When an employee is unable to report to work, the employee shall notify the employee's immediate supervisor or other designated person at least two (2) hours (unless extenuating circumstances prohibit doing so) prior to the time the employee is scheduled to report to work on each day of absence, unless other arrangements are made with the employee's supervisor.

**Section 19.9.** Unauthorized use of sick leave shall include, but is not limited to, the following:

- A. Any violation of the provisions of this Article.
- B. Failure to properly or timely notify the Employer of any sick leave absence as defined in Section 19.8.
- C. Failure to properly or timely complete required sick leave forms as defined in Section 19.6.
- D. Failure to provide any practitioner's statement or other documentation when required to do so as defined in Section 19.6.
- E. Use or attempted use of any fraudulent practitioner's statement or other document.



- F. Any use or attempted use of sick leave for any reason other than the intent and purpose of this Article.
- G. Pattern or continued use or abuse of sick leave including, but not limited to, the following:
1. Absence immediately prior to or immediately following the employee's scheduled days off.
  2. Absence immediately prior to or immediately following any paid vacation leave.
  3. Absence during the pay period that includes a scheduled overtime shift or partial shift.
  4. Absence on the day following pay day.
  5. Absence on the same day of the week or absence on weekend days.
  6. Partial day absences exceeding two (2) hours.
  7. Continued pattern of maintaining a sick leave balance of thirty-two (32) hours or less.
  8. Excessive absenteeism or tardiness as defined below.
  9. Sick absences for time previously requested off.

<b>Number of Occurrences:</b>	<b>Time Period:</b>	<b>Disciplinary Action:</b>
One (1) – Four (4)	12 Consecutive Months	None
Five (5)	12 Consecutive Months	Verbal Reprimand
Six (6)	12 Consecutive Months	Written Reprimand
Seven (7)	12 Consecutive Months	1 Day Suspension
Eight (8)	12 Consecutive Months	3 Day Suspension
Nine (9)	12 Consecutive Months	5 Day Suspension
Ten (10)	12 Consecutive Months	Termination

Note: All employees occurrences will reset to zero (0) as of the execution date of the 2018 to 2020 Agreement. Thereafter, any discipline received in the previous twelve (12) months automatically progresses to the next level of disciplinary action.

An occurrence is described as follows: Any sick leave used in excess of two (2) hours in duration. One (1) occurrence could equal two (2) consecutive hours up to multiple consecutive days. Sick

leave will be considered as excused and will not count as an occurrence under the following conditions:

1. The absence is a result of an FMLA qualifying event.
2. The absence is caused due to a supervisor sending the ill employee home once they have reported for duty.
3. The employee obtains a certificate from a physician or nurse practitioner and furnishes a written statement on the leave form supplied by the employer justifying the sick leave.

**Section 19.10. Sick Leave Incentive Program.** A bargaining unit employee shall earn one (1) personal day if he or she does not use any sick leave for each consecutive one hundred eighty-two (182) calendar days. To be eligible for the personal day incentive, Employees must be employed by the Clark County Sheriff's Office for the one hundred eighty-two (182) day period. Employees are responsible for notifying the Sheriff's designee within fourteen days of earning when they believe they have earned the day.

Requests for use of such personal leave shall be made in the same manner as requests for personal leave found in Section 37.2 of this Agreement.

For the purposes of the sick incentive program, no sick leave of any kind may be used to remain eligible for the personal day award. Sick time usage resulting from an on duty BWC qualifying illness/injury, documented FMLA qualifying incidents and funeral leave per Section 22.3 (B) will be tolled during the applicable time frame of the occurrence.

## **ARTICLE 20 INSURANCE COVERAGE**

### **Section 20.1 General Description of Benefits**

The health insurance benefits plan will include coverage for hospitalization, diagnostic services, prescriptions, office visits, and mental health services under the terms of a plan applicable to the Board of County Commissioners.

Full family and single dental coverage will be provided under the terms of a plan applicable to employees of the Board of County Commissioners.

All benefit payments, annual, or service deductibles, co-payments and other costs to employees (with the exception of contributions listed herein) shall be the same as those applicable to

employees of the Board of Commissioners. An IRS Article 125 plan shall be made available to employees so that employee paid premiums are made on a pre-tax basis.

Bargaining unit employees accepting insurance provided by Clark County shall pay the following percentage of the applicable premiums:

15%

In no event will bargaining unit employees pay more than other employees funded through the General Fund.

During the term of this Agreement, the parties will discuss the implementation of a health wellness program.

The parties agree that, in the event the Board of County Commissioners institute a High Deductible Health Care Plan (either HSA or HRA), with no other plans available, the parties agree that upon the written request of either party, the terms of Article 20, Section 20.1 Insurance shall be re-opened for bargaining consistent with Chapter 4117, including statutory impasse proceedings. Should the parties proceed to conciliation in the subsequent reopener, the employer waives the restrictions on the conciliator imposed by R.C. 4117.14 (G)(11) and agree the conciliator may award insurance issues retroactive to January 1. The parties agree that only Article 20, Section 20.1 Insurance, is subject to re-opening.

**Section 20.2 Changes to Coverage/Rates** If premium rates increase over the course of this Agreement, the parties agree to meet and discuss regarding the increase in premium cost for the purpose of discussing alternatives to maintain cost control, including, but not limited to, alternate insurance coverage and/or alternate means of providing coverage. The Union recognizes the right of the Employer to secure alternate insurance carriers and to modify insurance coverage, which measures may be used to maintain or lessen premium costs.

It is further agreed and understood that during the term of this Agreement, that individual carriers/providers may, through no fault of the County, Union, or employees cease coverage. Should such occur, any employee adversely affected shall be given the opportunity to enroll with an alternative carrier or alternative coverage.

Additionally, it is agreed and understood that during the term of this Agreement that specific carriers/providers under the plan may unilaterally institute payments or conditions which modifications will be required for subscription to that carrier/provider. All such changes would be referred to the insurance committee.

**Section 20.3 Coverage for Laid-off Employees** The Employer will provide insurance coverage for laid-off employees for at least thirty (30) days following the effective date of layoff, but in no event longer than the first full month following the month in which the employee is laid off.

**Section 20.4 Appeals** Appeals regarding the payments of insurance claims must be processed through the appeals procedure in the County benefits program and may not be submitted through the grievance procedure.

**Section 20.5 Life Insurance** The Employer will provide, at no cost to the employee, life insurance coverage and accidental death and dismemberment coverage in the total amount of \$100,000.00 (\$50,000.00 life and \$50,000.00 AD&D). Such term insurance shall be convertible to individual policies at the time an employee retires or terminates his/her employment with the county. Additional life insurance is available through payroll deductions.

**Section 20.6 Professional Liability Insurance** The parties understand that employees, as agents of the Employer, are covered by the provisions of Revised Code Chapter 2744. The County and the Employer are thereby obligated to defend employees acting within the scope of their employment against actions and lawsuits brought by third parties against employees.

## **ARTICLE 21 UNIFORM ALLOWANCE**

**Section 21.1 Initial Issuance** Employees will have the opportunity to place a uniform shirt order after sixty (60) days of their initial appointment. Orders will be placed by management every three (3) months if necessary for new hires. Employees will wear issued uniforms all work hours.

**Section 21.2 Uniform Description** All members of this agreement will be required to wear the following uniform: long sleeve polo style shirt or short sleeve polo style shirt (brand and style determined by the Sheriff) with the appropriate designed "911 Communication Insignia", black or khaki (brown or light brown) pants, clean black, blue or khaki denim jeans, free of holes or black/khaki (brown or light brown) predominately black, brown or white tennis shoes with no extreme colors, approved vests.

The Sheriff shall provide yearly to each member the opportunity to receive, free of charge, a total of five (5) shirts, with the employee to select the combination of long sleeve and/or short sleeve shirts. The Employer, at their discretion, has the right to offer alternative items such as jackets or windbreakers, in lieu of five (5) shirts.

After the first allotment, the employer shall offer to each member, free of charge, two uniform shirts. The member may choose a combination of long sleeve and/or short sleeve shirts. The

Employer may also offer alternative items such as jackets or windbreakers in lieu of the two (2) shirts. The member also has the option to pass on receiving any shirts or alternative items.

**Section 21.3 Annual Allowance** Each member will be given an allotment of five hundred dollars (\$500.00) which they will use towards purchasing and maintaining pants and shoes. This allotment will be given in two installments of two hundred fifty dollars (\$250.00) to each employee on active duty status the first pay period of March and September of each year. The biannual uniform allowance is paid based upon the preceding six (6) months of work. If the employee has worked less than six (6) months, than the uniform allowance shall be prorated accordingly. For those individuals not on active duty status, upon the individuals' return to active work, the uniform allowance shall be pro-rated.

**Section 21.4 Maintenance of Uniforms** Uniforms will be kept clean and in good repair by the operator.

**Section 21.5 Return of Uniforms Upon Separation** Upon separation from employment, all uniforms and equipment will be returned to the Sheriff or his representative before terminal pay is issued.

**Section 21.6 Uniform Changes/Damaged Uniforms** Uniforms that are damaged in the line of duty shall be repaired or replaced by the Employer. If there is a change in uniforms or the uniforms that have been mandated by the employer to be purchased are defective (fade, snag, etc.) the Employer shall provide the initial allotment or replace at no cost to the employee.

## **ARTICLE 22 TRAINING**

**Section 22.1 Minimum OPOTC Training** The Communications Director will determine the training needs for the communications center. All dispatchers will have an equal opportunity to attend training as necessary to maintain and improve skills.

**Section 22.2 Tuition Reimbursement** Formal education received at recognized colleges and universities is recognized as an asset to the employee and the Department. In an effort to promote the accumulation of knowledge and skills these institutions offer, a Tuition Reimbursement Program is offered to defer the cost of job-related courses. In order to be eligible, the employee must have one (1) year of service with the Sheriff's Office. The program is as follows and will be adopted for college training.

1. A request form will be filled out stating the school, course, probable cost per credit hour and starting date. The request form shall be submitted no later than October 31st of the year proceeding the year in which the funds will be expended by the Sheriff's Office

2. The employee will state the relationship of the course to the work he/she performs.
3. The Sheriff will then certify the applicability of the course to the employee's work.
4. The Sheriff will then certify the budget the category the money will be drawn from and submit the form to the County Administrator for approval.
5. No county funds will be paid for any expenses incurred for college training except books and tuition.

If the following conditions are met, then payment will be processed:

1. The employee must complete the course with a 2.0 average. Reimbursement will be computed by the formula of grade point average x 25 = % of reimbursement.
2. A copy of the grade report or the certificate is submitted to the Sheriff.
3. Proof is submitted that a minimum of 75% attendance at classes is met. This can be accomplished with signatures and dates by the course instructor.
4. Reimbursement will be at a rate per class hour not to exceed the rate charged per class hour at "The Ohio State University".

An employee who leaves employment, except retirement, with the Employer within two (2) years of completing a course for which he was reimbursed shall be obligated to repay the Employer in full for any such reimbursed tuition expenses. On the initial request form, the employee shall authorize the Employer to deduct some or all of the reimbursed tuition expenses from the employee's final check.

## **ARTICLE 23 LEAVE WITHOUT PAY**

**Section 23.1 Period of Leave** The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reason(s) of the employee, including maternity leave. Such leave may not be renewed or extended beyond six (6) months.

**Section 23.2 Special Purposes Leave** Leave may be granted for a maximum period of two (2) years for the purposes of education, training, or specialized experience which would be of benefit to the Employer by improved performance at any level, or for voluntary service in a governmentally-sponsored program of public betterment. Although the denial of a request for a leave of absence

under this Section is subject to the grievance process, neither the employee nor the Union may advance the final decision of the Sheriff to arbitration.

**Section 23.3 Approval of Leave** The granting of any leave is subject to the approval of the Sheriff. Except for emergencies, employees will advise their supervisor thirty (30) days prior to the commencement of the desired leave so that the various functions may proceed properly.

**Section 23.4 Return From Leave** With the exception of any employee returning from an approved leave of absence under the Family and Medical Leave Act, an employee returning from an approved unpaid leave will have no right to return to their prior shift and assignment. Instead, such employees will be assigned to any vacancy. Upon such a return from leave, a layoff, if any, will occur pursuant to Article 11.

**Section 23.5 Early Return, Failure to Return** An employee may return to work before the scheduled expiration of leave if requested by the employee and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved leave of absence, a report of "failed to return from leave" is made unless an order for removal is appropriate, or if the employee is placed on disability leave.

## **ARTICLE 24 MATERNITY LEAVE**

**Section 24.1 Length, Use of Paid Leaves** An employee who becomes pregnant shall be entitled to maternity leave of absence, without pay, for personal reasons as described in Article 23. The employee may elect to use any or all accrued sick leave, vacation leave or any other accrued paid leave time before going on maternity leave. Sick, vacation, or other paid leaves used shall count toward the six (6) month period.

**Section 24.2 Involuntary Leave** If the Sheriff believes that an employee's pregnancy is inhibiting the usual performance of her duties, he may require that the employee begin sick leave at an earlier date than selected by the employee. The employee may appeal such an action via the grievance procedure provided that medical data supporting the employee's case must accompany the grievance.

**Section 24.3 Leave Accumulation** An employee on maternity leave does earn sick leave or vacation credit, unless on unpaid leave.

**Section 24.4 Cancellation of Leave** When non-Family Medical Leave Act covered maternity leave is granted and it is found that the leave is not actually being used for such purpose, the Sheriff may cancel the leave and direct the employee to report for work by giving written notice to the employee by registered mail or witnessed hand delivery.

**ARTICLE 25**  
**DISABILITY LEAVE**

**Section 25.1 Reasons for Disability Leave** A physically or mentally incapacitated employee may request a disability leave without pay. A disability leave may be granted when the disability continues beyond accumulated sick leave rights and provided the employee is:

1. Hospitalized;
2. on a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or,
3. is declared incapacitated for performance of the duties of the position by a licensed physician or psychiatrist.

**Section 25.2 Reinstatement** Reinstatement rights upon granting of disability leave extend for three (3) years if the employee does not obtain a disability retirement from the Ohio Public Employees Retirement System. If the employee obtains a disability retirement benefit from the Ohio Public Employees Retirement System, the employee shall have reinstatement rights consistent with R.C. 145.362. Upon reinstatement from a disability leave, an employee will be returned to the same or similar position. Any appointment to a position vacated by an employee on disability leave will be on a temporary basis, and the person accepting such a position must be made aware of its temporary nature. Should the employee returning from leave be reinstated in another position, the status of the temporary appointee will be determined by the Employer. The affected person shall be considered for open position.

**Section 25.3 Use of Personal Leave** A disabled employee may first be granted a personal leave of absence without pay. However, should the disability continue beyond the expiration date of that leave of absence, the employee may request and be granted a disability leave, provided that the conditions mentioned above are met.

**Section 25.4 Reinstatement Procedures** An employee who has been granted a disability leave is to be reinstated within thirty (30) days after making written application and passing a medical examination showing full qualifications to perform the duties of the position. This examination will be paid for by the County.

**Section 25.5 Disability Separation/Retirement** An employee whose disability prevents reinstatement from disability leave may request to apply to the Public Employees Retirement System (PERS) for a disability retirement. Should a disability retirement be approved, such a separation from county service will be properly reported to the appointing authority.



**Section 25.6 Failure to Return** An employee who does not return from disability leave, and who does not take a disability retirement, or formally resign, will be terminated at the end of the approved leave by means of a personnel action designated as "failure to return from disability leave."

**ARTICLE 26  
MILITARY LEAVE**

**Section 26.1 Military Leave** Employees will be granted leave for purposes of military service as required by state and federal law. The Employer agrees to comply with state and federal laws regarding military leave.

**ARTICLE 27  
HOLIDAYS**

**Section 27.1 Holidays** The following days are recognized as holidays by the Clark County Sheriff's Office and will be governed by the procedures set forth in this Article:

- |     |                               |                           |
|-----|-------------------------------|---------------------------|
| 1.  | New Year's Day                | January 1st               |
| 2.  | Martin Luther King's Birthday | 3rd Monday in January     |
| 3.  | Lincoln-Washington Birthdays  | 3rd Monday in February    |
| 4.  | Memorial Day                  | 4th Monday in May         |
| 5.  | Juneteenth Day                | 19 <sup>th</sup> of June  |
| 6.  | Independence Day              | July 4th                  |
| 7.  | Labor Day                     | 1st Monday in September   |
| 8.  | Columbus Day                  | 2nd Monday in October     |
| 9.  | Veteran's Day                 | November 11th             |
| 10. | Thanksgiving Day              | 4th Thursday in November  |
| 11. | Christmas Day                 | December 25 <sup>th</sup> |

**Section 27.2 Holidays for Twenty-Four Operations** Due to the fact that the Sheriff's Office contains functions and responsibilities that must be maintained on a twenty-four (24) hour a day - seven (7) days a week basis those employees who are assigned to those areas requiring round-the-clock staffing will be granted holiday compensation according to the following procedures:

1. All employees working eight (8) hour shifts have an account established at the beginning of each year which provides for 112 hours of personal leave. Eligible employees will be credited fifty-six (56) hours of personal leave January 1 of any given year of the agreement. Eligible employees will be credited the remaining fifty-six (56) hours personal leave July 2 of any given year. Employees may have a maximum of 224 hours of personal leave on the books at any time.

2. This personal leave will be granted by the supervisor, with the appropriate paperwork upon 48 hour notice in accordance with Article "37", entitled Requests for Vacation Time, Compensatory Time and Personal Time.
3. The record of the amount of time available and used during the year will be maintained by the Employer.
4. Newly hired bargaining unit members will have their first years accrual prorated based on their hire date.
5. Employees who have not used all the 112 hours of personal leave in the year it was earned may, in their sole discretion, request to cash out any remaining balance. Requests for cash out must be made no later than November 15. Hours will be paid during the twenty-sixth (26) pay period of the year.

**Section 27.3 Short Notice Personal Days:** Employees may use two (2) short-notice personal days (16 hours) each year of personal leave in the event of a non-medical emergency (i.e. but not limited to: non-injury crash, household repair, auto repair, etc.). These hours will not be counted as part the 16-hours allowed off per shift per day. Employees using these personal days should make every effort to schedule them within a reasonable time limit ahead of time. If they are not able to schedule them, the employee is not held to the contractual call-in limit before their shift. These short-notice personal days cannot be used on a county recognized holiday. These personal days cannot be denied if there is no one already off on a short notice personal day on the shift.

## **ARTICLE 28 VACATION**

**Section 28.1** All employees shall earn annual vacation leave according to their number of years of service with the county or City of Springfield as a dispatcher or dispatcher supervisor as follows except as provided for in this Article:

1. Less than 1 year of service completed. No vacation.
2. 1 or more years of service, but less than 6 years completed. 80 hours (10 working days, 80 hours).
3. 6 years of service, but less than 14 years completed. 120 hours (15 working days, 120 hours).
4. 14 years of service, but less than 20 years completed. 160 hours (20 working days, 160 hours).
5. 20 years of service, but less than 25 years completed. 200 hours (25 working days, 200 hours).

6. 25 years or more of service completed: 240 hours (30 working days)

All employees first hired full time by the City of Springfield or the County after January 1, 2013 shall earn annual vacation leave according to their number of years of Sheriff's Office/City of Springfield service as follows except as provided for in this Article:

1. Less than 1 year of service completed: No vacation.
2. 1 or more years of service, but less than 8 years completed. 80 hours (10 working days).
3. 8 years of service, but less than 15 years completed: 120 hours (15 working days).
4. 15 years of service, but less than 25 years completed: 160 hours (20 working days).
5. 25 years or more of service completed: 200 hours (25 working days).

The above service requirement need not be continuous. However, completion of a total of one (1) year service is required before eligibility for any vacation leave is established except that City of Springfield Dispatchers onboarded a result of the 2020 contract for services shall be allowed to accrue and use vacation when their combined service with the City and the Sheriff's Office exceeds one year.

Furthermore, City of Springfield dispatchers onboarded a result of the 2020 contract for services shall accrue vacation time based on their combined service with the City and the Sheriff's Office.

**Section 28.2** Vacation shall be credited each bi-weekly pay period at the following rates:

1. 3.1 hours per pay period for those entitled to 80 hours vacation.
2. 4.6 hours per pay period for those entitled to 120 hours vacation.
3. 6.2 hours per pay period for those entitled to 160 hours vacation.
4. 7.7 hours per pay period for those entitled to 200 hours vacation.
5. 9.2 hours per pay period for those entitled to 240 hours vacation.

Part-time service is counted for the purpose of determining length of service, but an employee can accrue vacation on a pro-rated basis of hours worked while on part-time status.

Vacation requests of less than 1 week must be made before the leave is scheduled to commence. If an employee is disabled, they may use their accumulated vacation during the time of the illness. This leave must be requested on the approved Sheriff's Office forms or by letter. The Employer will respond in a timely fashion (no longer than seven (7) days) to a request for vacation by an employee.

**Section 28.3** Vacations should be scheduled as early as possible in the calendar year. During the term of the contract, management will retain the right to approve or disapprove the employee's

request for vacation leave based upon the manpower needs of the Employer. Assignment to vacation will only be made when the employee is in a use or lose situation. Use or lose notice will be made to the employee at least two (2) weeks in advance of the employee being assigned to vacation. An employee may accumulate vacation and accrue it over into the next year. An employee will be allowed to accumulate and carry over vacation earned in the employee's most recent three years of service. The employee will be considered in a use or lose situation when the accumulated carry over and the vacation earned in the present year would exceed the maximum carry over for the next year.

**Section 28.4 Conversion On Separation/Death** Upon separation from County service, an employee is entitled to compensation for any earned, but unused vacation leave credit at the time of separation, provided the employee has more than one (1) year of service. Payment will be made at the employee's current rate of pay.

**Section 28.5 Transfer Of Service Time** Any employee who transfers from one agency to another in county government is paid by the releasing agency at the time of transfer for any earned, but unused, vacation leave. An employee who has less than one (1) year of service at the time of transfer will become eligible for eighty (80) (working hours of vacation upon completion of a total of one (1) year of service, the releasing agency will provide to the new agency the number of pay periods that the employee has worked and the total accrued hours.

**Section 28.6** In the case of an employee's death, any earned but unused vacation leave shall be paid to the day of death to the deceased employee's estate in accordance with applicable probate statutes.

**Section 28.7** The taking of sick leave (unless on leave of absence or disability leave), compensatory time, vacation, or other designed and approved leave with pay will not interfere with the accumulation of vacation leave credit. If an employee is on active pay status for only part of a pay period, he will be credited with only that amount associated with the number of hours worked. However, vacation is not accumulated while performing overtime work.

## **ARTICLE 29 FITNESS FOR DUTY**

**Section 29.1 Examinations** The Employer may have an employee examined by a physician and/or Ohio licensed psychologist to determine the employee's physical fitness to perform the assigned duties, when symptoms of a disability become manifested or when job performance declines either qualitatively or quantitatively. The Employer shall select and pay the physician and/or Ohio licensed psychologist. The employee will be considered to be working during his travel to and from the examination, as well as during the examination. The physician and/or Ohio licensed psychologist shall provide to the employee and to the Employer a fit for duty report and recommendation

regarding that employee's fitness for duty. Based upon the employee's inability to perform the essential functions of his position, with or without reasonable accommodations, the employee shall be placed on a selected leave (i.e., sick leave, vacation leave, comp-time leave, disability leave or leave of absence).

**Section 29.2 Employee Appeal** If, prior to selection leave, the employee disagrees with the Employer's physician and/or Ohio licensed psychologist concerning his fitness for duty, he may provide the Employer with a physical examination report from any other licensed physician and/or Ohio licensed psychologist of his own choosing. Such examination shall be arranged for and paid by the employee. If the employee's physician and/or Ohio licensed psychologist and the Employer's physician and/or Ohio licensed psychologist cannot agree on the employee's fitness for duty, the Employer and Employee shall designate by mutual agreement an independent physician and/or Ohio licensed psychologist to examine the employee and determine whether or not he is fit for duty. The Employer will arrange and pay for the examination by the independent physician and/or Ohio licensed psychologist, whose determination shall be binding upon all parties.

**Section 29.3 Reinstatement** Once an employee is found to be unfit for duty as described herein, such employee shall have recall rights for three (3) years if the employee does not obtain a disability retirement benefit from the Ohio Public Employees Retirement System and for five (5) years if the employee obtains a disability retirement from the Ohio Public Employees Retirement System from the date of the final and binding decision of the independent physician and/or Ohio licensed psychologist. Recall shall be based upon the employee's ability to meet the fitness requirements. The Employer agrees to save the Union harmless in the event of any legal controversy with regards to application of this provision.

## **ARTICLE 30 WAGES**

**Section 30.1 Wage Scales:** Each step on the wage scale represents a completed year of service as a Dispatcher with the Clark County Sheriff's Office or Dispatcher/Dispatch Supervisor with the City of Springfield. Employees will advance to the next succeeding step on their anniversary dates of hire.

A. All dispatchers will be paid according to the following wage scale.

1. Effective January 1, 2024, rates of pay for bargaining unit employees shall increase by three (3%) percent and shall be as follows:

Dispatcher	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	\$20.99	\$22.48	\$24.02	\$25.52	\$27.72

2. Effective January 1, 2025, rates of pay for bargaining unit employees shall increase by three (3%) percent and shall be as follows:

Dispatcher	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	\$21.62	\$23.16	\$24.74	\$26.29	\$28.55

3. Effective January 1, 2026, rates of pay for bargaining unit employees shall increase by three (3%) percent and shall be as follows:

Dispatcher	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly	\$22.27	\$23.85	\$25.48	\$27.08	\$29.41

**Section 30.2 Longevity Pay:** Employees will be eligible for longevity payments based on their continuous, uninterrupted years of services according to the seniority chart connected to this agreement according to the following schedule:

1. Five to Ten years: \$0.51 per paid regular hour and \$0.76 per paid overtime hour.
2. Ten to Fifteen years: \$0.87 per paid regular hour and \$1.30 per paid overtime hour.
3. Fifteen to Twenty years: \$1.23 per paid regular hour and \$1.845 per paid overtime hour.
4. Twenty to Twenty-five years: \$1.59 per paid regular hour and \$2.385 per paid overtime hour.
5. Twenty-five to Thirty years: \$1.95 per paid regular hour and \$2.925 per paid overtime hour.
6. Thirty and more years: \$2.31 per paid regular hour and \$3.465 per paid overtime hour.

**Section 30.3 Tier Compensation**

Tier 1	\$0.25	Call-Taking (non-emergency and 911 calls)
Tier 2	\$0.25	City Fire Dispatching
Tier 3	\$0.25	County Fire Dispatching
Tier 4	\$0.25	City Law Enforcement Dispatching (LEADS and Main Radio)
Tier 5	\$0.25	County Law Enforcement Dispatching (LEADS and Main Radio)
Tier 6	\$0.25	E-warrants, LEADS/NCIC Operations, Validations
Complete	\$1.50	Cross-Trained

**ARTICLE 31  
MISCELLANEOUS**

**Section 31.1 Copies of Agreement Electronic** copies of this Agreement will be made available to all bargaining unit employees by the Sheriff .

**Section 31.2 Definition of Days** Unless otherwise indicated, the term days as used in this Agreement shall mean calendar days.

**Section 31.3 Plural, Gender** Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine gender it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

**Section 31.4 Definition of Probationary Employee** As used in this Agreement, the term "probationary employee" shall mean an employee serving their first year of employment. Any probationary employee who completes their first sixty (60) days of employment, may use the grievance procedure contained in this Agreement except to challenge discipline or discharge, which shall remain in the sole and absolute discretion of the Employer until the employee's probationary period is successfully completed.

**ARTICLE 32  
LABOR/MANAGEMENT COMMITTEE**

**Section 32.1 On Duty Pay for Labor Management Meetings** The Employer shall continue the on-duty pay for the local Union representative for Union business if he/she is on duty at the time of a joint Labor Management meeting scheduled with Management and for reasonable and necessary time to prepare for such meetings. If the local Union representative is not scheduled to be on duty at the time of such a meeting, he/she will not be paid. This section shall not apply to meetings held for Contract negotiations.

**Section 32.2.** A labor/management committee consisting of three (3) employees who will represent the union and three (3) who will represent the employer will be established. At the request of either the Employer or the Union, this committee will meet at such times as the parties mutually agree.

Agendas will be, exchanged by the parties three (3) days prior to each meeting. It is understood that the labor/management committee has no authority to alter or abridge the terms of the Agreement but is convened to discuss items of concern to the parties.

**ARTICLE 33  
RESIDENCY REQUIREMENT**

**Section 33.1 Residency Requirement** All employees shall be residents of Clark County, Ohio, or a contiguous county, throughout their employment as dispatchers. Failure to comply with this requirement shall result in disciplinary action up to and including termination from employment.

Newly hired employees must comply with the above requirement by no later than twelve months from the date of employment. In the event that an employee fails to comply with the above requirement despite efforts to be a resident of Clark County, the Employer at its discretion may provide the employee with an extension to comply with the residency requirement.

**Section 33.2 Use of County Vehicles** Any vehicle which is the property of Clark County, Ohio, or a contiguous county and is used by a Clark County, Ohio employee must remain in the county unless being used for official business and may not be taken to the residence of the employee if that employee resides outside of Clark County, Ohio.

**ARTICLE 34  
MISCELLANEOUS ECONOMIC BENEFITS**

**Section 34.1 DTO Pay** Any bargaining unit employee who is designated as a Dispatch Training Officer (DTO) or is assigned an employee to train shall receive a premium pay adjustment of three dollars (\$3.00) for each hour worked while actively a training any dispatcher.

**Section 34.2 DTO Training** DTO training will be offered once a year for those who are interested with three (3) or more years dispatch experience with the Clark County Sheriff's Office and / or the Springfield City 911 Center. Management shall select new DTO's from those who wish to be considered. Dispatchers who attend the training will attend so as a regular scheduled work hour. Employees who agree to attend this will have their regular work schedule adjusted to accommodate the training hours.

**Section 34.3** Under no circumstance will an employee who is not DTO trained be assigned long term to train a new employee.

**ARTICLE 35  
SAFETY**

**Section 35.1 Staffing:** In order to ensure both the safety of the bargaining unit members and the public they serve, the Employer shall maintain a staffing level of at least thirty (30) full time dispatchers.



**Section 35.2 First Aid Kits:** Management will provide and maintain one fully stocked First Aid Kit and Automated External Defibrillator (AED) in the communications center.

**Section 35.3 Line of Duty Death.** In the event a member(s) of an agency the Employer dispatch's is killed in the line of duty, the employer recognizes that on duty dispatchers who are directly involved may suffer the same effects as the member(s) of the agency who were involved and will be permitted to attend any critical incident debriefings provided by that agency with no loss of time or pay.

## **ARTICLE 36 INTERNAL AFFAIRS PROCEDURES**

**Section 36.1 Criminal Charges** Any employee who is to be questioned as a suspect in any investigation which may result in his/her being charged under the criminal statutes of this or any other State of the United States, shall be advised of his/her constitutional rights according to law.

**Section 36.2 Internal Affairs** It shall be the duty of any employee who is the subject of any internal affairs investigation to cooperate fully with the Internal Affairs unit.

Any employee who is contacted regarding any internal affairs investigation, whether or not he is the subject of the investigation, shall cooperate fully with the Internal Affairs Investigation.

All employees requested to give any statement shall, when requested by the internal affairs investigator, give a statement of the facts concerning the incident being investigated. The request for the statement, shall be either in inter-office form or a formal statement, at the discretion of the Internal Affairs Investigator. Employees not given Garrity warnings are under no obligation to answer questions. When an order is given to the employee by an officer of superior rank, the employee shall have the right to a union representative provided for in Weingarten or legal representation pursuant to Piper, of the employee's choice, provided the union representative or legal representative of choice does not cause undue delay.

The County cannot in the course of an investigation obtain evidence through the use of administrative pressure, threats, coercion, or promise. A lawful order given pursuant to the Sheriff's directives under Garrity v. New Jersey does not constitute administrative pressure, a threat, coercion or a promise. When an order is given to the employees by an officer of superior rank, the employee shall have the right to legal representation. The County will not use a polygraph machine to investigate the truth of statements made by members without consent of the member. The County always retains the right to order employees to submit to blood, urine, or breath test with probable cause.

**Section 36.3 Records** Any employee who is charged with violating rules and/or regulations of the Sheriff's Office will be provided copies of all transcripts, records, written statements, and tapes pertinent to the case if such has been shown to an outside complainant in the case and/or are to be used in the Departmental hearing on the charge involved.

**Section 36.4 Representation** In investigations of a non-criminal, non-disciplinary nature, the employee may not be represented by counsel in order that the situation may be handled quickly.

Some of these instances or situations may lead to disciplinary action at which time the employee will be offered the normal time sequence and the availability of witnesses of his own choosing.

If the investigation reveals criminal activity and the employee has not waived his/her constitutional rights, the employee may be represented by counsel, either in the form of an attorney, a Union representative, or a witness of his/her choice.

**Section 36.5 Order of Sheriff** All investigations of an internal nature shall be instituted at the discretion and under the specific order of the Sheriff with the investigation under the direct supervision of the Chief Deputy or other designated hearing officer.

**Section 36.6 Anonymous Complaints** If a single anonymous complaint made against an employee is not substantiated with some corroborative evidence within fourteen (14) days after it is received or at any time it is found to be invalid, it shall be deemed closed.

**Section 36.7 Confidentiality** The parties herein agree that there shall be no press release by the County or Union regarding employees under investigation or the nature of the investigation or the progress of the investigation until the investigation is completed and the employee is either cleared or charged.

**Section 36.8 Informed of Complaints** The parties agree that employees will be notified in writing anytime they are under an internal investigation.

**Section 36.9 Special Appearances** If an employee is required to appear at the Sheriff's Office outside the communications center (example: internal interviews) during their off time they shall be paid for all time present including a minimum of one hour at the employee's current rate of pay. This clause does not include being subpoenaed into court.

## **ARTICLE 37 REQUESTS FOR VACATION TIME, COMPENSATORY TIME AND PERSONAL TIME**

### **Section 37.1 Holiday Bid Procedure**

For the purpose of this Article only, the following fourteen days will be considered holidays:

1.	New Year's Day	January 1st
2.	Martin Luther King's Birthday	3rd Monday in January
3.	Lincoln-Washington Birthdays	3rd Monday in February
4.	Memorial Day	4th Monday in May
5.	Juneteenth Day	19 <sup>th</sup> of June
6.	Independence Day	July 4th
7.	Labor Day	1st Monday in September
8.	Columbus Day	2nd Monday in October
9.	Veteran's Day	November 11th
10.	Thanksgiving Day	4th Thursday in November
11.	Day after Thanksgiving	4 <sup>th</sup> Friday in November
12.	Christmas Eve Day	December 24th
13.	Christmas Day	December 25 <sup>th</sup>
14.	New Year's Eve Day	December 31 <sup>st</sup>

1. Holiday bids will occur each year of the agreement for the following year during the annual shift selection. Two (2) bargaining unit member will be permitted off each of the listed holidays on each of the three (3) shifts. For purposes of the beginning of the yearly shift selection that takes place in mid-January, the holiday bid schedule will be formatted from the Martin Luther King, Jr observed holiday (third Monday in January) to New Year's Day the following year.
2. There will be a maximum of six (6) rounds of bids.
  - a. Round one (1) will begin with the most senior member with each member being able to sign up for one of the listed Holidays, if they choose.
  - b. Round two (2) will begin with the least senior member with each member being able to sign up for one of the listed Holidays if they choose.
  - c. Round three (3) will begin with the most senior member with each member being able to sign up for one of the listed Holidays if they choose.
  - d. Round four (4) will begin with the least senior member with each member being able to sign up for one of the listed Holidays if they choose.
  - e. Round five (5) will begin with the most senior member with each member being able to sign up for one of the listed Holidays if they choose.
  - f. Round six (6) will begin with the least senior member with each member being able to sign up for one of the listed Holidays if they choose.
3. If more dates are still available at the conclusion of the fourth round, they will be filled on a first come, first served basis.

4. Once an employee takes one of the listed Holidays, they will not be permitted to trade the Holiday to another member. Should they choose to cancel the Holiday, it will be available on a first come, first served basis.
5. Employees who voluntarily change shifts following the annual shift selection procedure will lose their chosen Holidays unless the day has not been selected by someone else on the shift they are moving to.
6. If there is a Holiday that is bid on and then vacated for any reason, that Holiday will be placed in a lottery for anyone on that shift to put in for. The employee who is randomly selected from those who show interest will be granted the Holiday.

### **Section 37.2**

Leave requests (compensatory time, vacation time and personal time) presented within forty-eight (48) hours or more advance notice shall be granted on a first come, first serve basis for the first sixteen (16) hours off on the same shift at the same time of day. Swing shift (A) will be assigned to day shift (0700-1500) and swing shift (B) will be assigned to third shift (2300-0700) for the purpose of time off. Sixteen (16) hours leave will be allowed per shift on a first come, first serve basis except for the Holidays listed in section A of this article. If a bargaining unit member puts in for two hours of their shift off and someone else (on the same shift) puts in for the remaining non overlapping six hours off that counts as 8-hours off. Total hours off for a 24-hour period is 48 hours. In these scenarios, the number of people off in the 24-hour period do not count. Notwithstanding other sections of this Agreement, vacation time, compensatory time and personal time may be granted with less than forty-eight (48) hours' notice if the leave will not cause overtime. Leave must be accrued before it can be requested. Leave requests for January may be submitted beginning December 1<sup>st</sup> of the previous year. All other leave may be requested beginning January 1<sup>st</sup> of the calendar year in which it is requested.

## **ARTICLE 38 TERM OF AGREEMENT**

This Agreement shall be in full force and effect commencing January 1, 2024, through December 31, 2026.

The public Employer or exclusive representative desiring to terminate, modify or re-open an existing Collective Bargaining Agreement or negotiate a successor Collective Bargaining Agreement shall, not less than 60 days nor more than 120 days prior to the expiration date of the existing Agreement, electronically serve written notice to the other party with a copy of notice to the State Employment Relations Board of their intent to negotiate, modify or adjust the present Agreement, in a manner as provided for by 4117 Ohio Revised Code.

SIGNATURE PAGE

IN WITNESS THEREOF, THE PARTIES HERETO have ratified and executed this Agreement at Springfield, Ohio this 13<sup>th</sup> day of March, 2024.

FOR EMPLOYER

Deborah K Burchett  
Deborah K Burchett  
Clark County Sheriff

Ben Hunt  
Benjamin Hunt  
Human Resources

Jennifer Hutchinson  
Jennifer Hutchinson  
Clark County Administrator

APPROVED AS TO FORM:

Jeffrey A Stankunas, Esq.  
Jeffrey A Stankunas, Esq.  
Attorney for the Clark County Sheriff

FOR THE FOP, OHIO LABOR COUNCIL

Mark A. Scranton  
Mark A. Scranton  
FOP/OLC Field Staff Coordinator

Brad Carey  
Brad Carey  
Dispatcher

Kelly Donnelly  
Kelly Donnelly  
Dispatcher

Brittney Jackson  
Brittney Jackson  
Dispatcher

Resolution # 2024-0179

The Board of County Commissioners, in and for Clark County, Ohio, met this 13<sup>th</sup> day of March, 2024 in regular session, pursuant to adjournment, in accordance with Section 121.22 O.R.C. (Sunshine Law), with the following members present, viz:

Melanie F. Wilt

Sasha L. Rittenhouse

Lowell R. McGlothlin

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**Resolution 2024-0179**

**SHRC file**

**Authorize Contract with  
FOP Ohio Labor Council**

Commissioner Rittenhouse moved, per the request of the Sheriff's Office, to authorize a contract with:

**Organization Name:** FOP Ohio Labor Council representing Dispatchers  
**Organization Address:** 222 East Town Street, Columbus, Ohio 43215  
**Purpose:** Labor Contract for Dispatchers  
**Effective Dates:** January 1, 2024 through December 31, 2026

Further, move to authorize the County Administrator to execute the contract and related documents, including the purchase order.

Commissioner McGlothlin seconded the motion and the roll being called for its passage, the vote resulted as follows:

Commissioner McGlothlin, Yes; Commissioner Rittenhouse, Yes; Commissioner Wilt, Yes

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I, Angela Wheeler, Clerk to the Board of County Commissioners, do hereby certify that the above is a true and correct copy of a motion as recorded in the Journal of the Clark County Commissioners, under the date of March 13, 2024.

  
Angela Wheeler, Clerk

copy: County Auditor  
County Administrator  
Requesting Department(s)