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AGREEMENT

BETWEEN

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



AND

THE CLARK COUNTY SHERIFF'S OFFICE

November 1, 2011 to October 31, 2014

DEPUTY SHERIFF

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
	PREAMBLE	1
1	Union Recognition	1
2	Management Rights	1
3	Scope of Bargaining	3
4	Suspension of Contract in Emergency	3
5	Non-Discrimination	3
6	Dues and Fair Share Fee Deductions	4
7	Hours of Work	5
8	Union Leave	5
9	Conflict of Laws/Separability	7
10	Seniority	7
11	Layoff and Recall	8
12	Labor/Management Committee	9
13	Shifts and Annual Shift Selection	9
14	Temporary Work Assignments/Pay Adjustments	10
15	Vacancy and Show of Interest	10
16	No Strike - No Lockout	11
17	Grievance Procedure	12
18	Internal Affairs Procedures	15
19	Discipline/Personnel Records	16
20	Overtime	18
21	Call Back Credit	20
22	Sick Leave	21
23	Insurance Coverage	23
24	Uniform Allowance	24
25	Training	25
26	Leave Without Pay	27
27	Maternity Leave	27
28	Disability Leave	28
29	Military Leave	29
30	Holidays	29
31	Vacation	30
32	Fitness for Duty	32
33	Employee Wellness Standards	33
34	Weight Room	33
35	Wages	34
36	Miscellaneous	35
37	Bulletin Boards	36
38	Immunizations	36

39	Safety	37
40	Residency	37
41	Bargaining Unit Work	37
42	Promotional Examination	37
43	Term of Agreement	41
	Signature Page	42

PREAMBLE

This Agreement is made and entered into at Springfield, Clark County, Ohio by and between the Board of County Commissioners of Clark County (the Legislative Body), the Office of the Sheriff of Clark County (the Employer), and the Fraternal Order of Police/Ohio Labor Council, Inc. (F.O.P./O.L.C. or the Union).

This Agreement is made for the purpose of promoting cooperation and continuous harmonious relations between the Board of County Commissioners, the Office of the Sheriff, the employees of the Sheriffs Office and their representative, the F.O.P./O.L.C., 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. 84-RC-09-2001, 84-RC-10-2072 and 84-VR-09-1948 on March 6, 1985, the Employer recognizes the Union as the sole and exclusive representative for all employees sworn under R.C. 311.04 in the following classifications: road patrol officer, corrections officer, and detective.

Section 1.2 Exclusions: The Union recognizes the following employees as being excluded from the bargaining unit: Sergeants and above, all part-time, intermittent (part-time), non-sworn and civilian employees.

Section 1.3 Definitions: For the purposes of this section, 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 Management Rights: 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 Clark County, Ohio, Sheriff's Office, including but not limited to the following:

- a. To manage and determine its overall mission, 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 composition 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 work force, including the right to determine work schedule 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 Clark County, Ohio, Sheriff's Office.

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 and as those apply to the employees represented by the Union, shall be limited only by 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.

**ARTICLE 3
SCOPE OF BARGAINING**

The parties acknowledge that during the negotiations which result 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 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, natural disaster, 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.

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-implemented.

Should the Sheriff deem it necessary to declare that an emergency exists, and the terms of this contract, except for those establishing rates of compensation, are to be suspended, then the Sheriff shall notify the Union, by its officers, that an emergency has been declared and that the terms of this section are implemented. Such notification shall be in writing if possible.

Nothing in this Article shall limit the payment of premium time for time worked by an employee. During any emergency, grievance deadlines, as specified in this Agreement are extended by the length of the emergency.

**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, sexual orientation, national origin, age, handicap, military status or political affiliation.

ARTICLE 6 DUES AND FAIR SHARE FEE DEDUCTIONS

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 the employee. Previously signed and unrevoked authorization cards shall continue to be effective until revoked in writing.

Dues deductions will be made on a monthly basis only for the exclusive representative F.O.P/O.L.C. and paid to the Union with the Employer providing a list of those employees for whom dues deduction has 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 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 Fair Share Fee: All employees will have sixty (60) days following the beginning of their employment in a bargaining unit position to either join the Union and commence paying dues or file with the State Employment Relations Board for Exemption. If exemption is not granted or if the employee does not join the Union, the Employer shall deduct from that employee's payroll check a fair share fee as permitted under Ohio Revised Code Section 4117.09(C). The amount of such fair share fee shall be determined by the Union but shall in no event exceed the amount of dues paid by employees who are Union members. The Union agrees to provide the Employer, annually, a copy of the fair share fee rebate procedure. The Union agrees that in the event an employee(s) file action(s) challenging the fair share fee or its procedure/rebate that the Employer may cease deductions for fair share fee deduction(s) until the issue is resolved. The Union agrees to save the Employer harmless in the event of any legal controversy with regard to the

application of this provision.

Section 6.4 Miscellaneous: All dues and fair share fees collected from bargaining unit employees will be paid by the Employer to the Union on a monthly basis and mailed to 222 East Town Street, Columbus, Ohio 43215.

Nothing contained in this Article shall be construed to require any employee to become or to remain a member of the Union.

ARTICLE 7 HOURS OF WORK

Section 7.1 Definition: The standard work week shall be defined as eight (8) consecutive hours within a twenty-four (24) hour period. The standard work period shall be defined as fourteen (14) consecutive days.

Section 7.2 Split Shifts Prohibited: No employee will be required to work a regular schedule that calls for the employee to work a "split shift."

Section 7.3 Time Changes: No adjustments in schedules or pay will be made for those employees working at the time of semi-annual time changes between Eastern Standard Time and Eastern Daylight-Savings Time.

Section 7.4 Schedule Format: Work will be scheduled within the standard 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 calendar week.

ARTICLE 8 UNION LEAVE

Section 8.1 General Union Business: Two (2) days will be granted for the four (4) local representatives from the Sheriff's Office to attend the Annual State Meeting. The shift supervisor shall be notified, in writing, advising use of these days. Such notice shall be submitted at least seven (7) days prior to the dates required.

Section 8.2 Local Associate's Leave: The local associate or his designees shall receive additional leave with pay for up to fourteen (14) days per agreement year to attend Union business.

Section 8.3 On Duty Pay: The County shall continue the on-duty pay for a local Union representative officer for Union business if he/she is on duty at the time of a joint meeting scheduled with Management and for reasonable and necessary time to prepare for such meetings. If the local Union officer 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 8.4 Negotiating Team Status: Up to four (4) employees representing the Union will be given contract negotiation leave for those days on which bargaining table talks are held between the parties. Each negotiator will be credited with eight (8) hours of work and relieved of other duties for each such day of negotiations that the employee would be otherwise scheduled to work. The negotiations team for the Union will consist of as many members as it deems necessary, but only three (3) employees shall attend the bargaining talks and be eligible for negotiator's leave. Alternates from the negotiating team may attend the bargaining talks and receive negotiator's leave as long as the maximum of three (3) is not exceeded. Up to four (4) members of the bargaining unit will receive sixteen (16) hours leave before negotiations commence to prepare for negotiations.

Section 8.5 Union Representative Recognition: Council or Local Union representative(s) will be recognized by the Employer as Union representatives upon the receipt of a letter so identifying them and signed by an officer of the Council or Local Union representative(s).

Section 8.6 Notification to Employer of Representatives: The Union will submit in writing the names of the employees selected by the Union to act as the Union representative for the purpose of processing grievances. The Employer shall be notified in writing of changes in these employee's positions. No employee shall be permitted to function as Union representative until the Union has so notified the Employer. The Union may elect one (1) steward for each shift, per division, to participate in the grievance procedure as set forth in this Agreement. The Chief Grievance Officer may act in the capacity of Steward in the absence of the regular Steward.

Section 8.7 Activities of Union Stewards: A steward will be permitted leave with pay to investigate and process grievances during working hours, provided the steward first obtains the permission of his immediate supervisor and the permission of the supervisor of any employee with which the steward intends to speak. Such permission shall not be unreasonably withheld.

Section 8.8 Admittance to Facilities and Work Sites: The Employer agrees that 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 visitations 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 other meetings provided for herein.

ARTICLE 9 CONFLICT OF LAWS/SEPARABILITY

Section 9.1 Conflict of Laws: This Agreement shall supersede any statute, ruler 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 Separability: 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, but shall be involved in the controversy in which the judgment shall have been rendered to the person or circumstance involved.

ARTICLE 10 SENIORITY

Section 10.1 Definition: Seniority will be established on the basis of time in the Clark County Sheriffs Office performing the duties of a road patrol officer, corrections officer or detective as included in the seniority list effective at the execution of this Agreement. Other governmental service, including service in other positions in the Sheriff's Office, will not be considered in establishing seniority in this bargaining unit.

Section 10.2 Break in Service: Those members of the bargaining unit leaving the Clark County Sheriffs Office for more than 365 calendar days without first receiving authorized leave status shall have their seniority established in accordance with the date of their return. The previous time may, at the Employer's discretion, be considered in establishing vacation benefits.

Section 10.3 Tie Breakers: In cases where two or more persons started their service with the Clark County Sheriffs 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.

Seniority will be the deciding factor in matters of promotions to positions out of the bargaining unit when test results and/or other criteria are equal.

Section 10.4 Seniority List, Objections: A seniority list shall be maintained by the

Employer and shall be updated annually. A copy of the seniority list shall be posted for inspection annually. Objections to the list must be filed within ten (10) days of posting, otherwise, the list will be deemed valid.

In the event an employee is not chosen for a promotional position, the employee may grieve the non-selection. It shall be the responsibility of the employee/grievant to establish that the Employer abused its discretion in the non-selection.

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 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 of 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 regarding the County's budget and/or general revenue

funds in grievances involving layoffs and/or other economic-based disputes.

ARTICLE 12 LABOR/MANAGEMENT COMMITTEE

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. This Committee will meet on the first Wednesday in February, May, August and November in each year of this Agreement or at such other 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 13 SHIFTS AND ANNUAL SHIFT SELECTION

Section 13.1 Shifts: The Employer shall annually, prior to the January posting of permanent shifts, establish the starting and ending times of each shift as needed to efficiently operate the Department . Thereafter, adjustments in the work schedule shall be by mutual agreement between the Employer and the affected employee(s).

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 thirty (30) days). The employee will receive three (3) days prior notice to such a change.

Employees may request a permanent shift change at any time, if two (2) employees agree to the change on a no gain, no loss basis.

Section 13.2 Annual Shift Selection: Barring emergency conditions which would be temporary in duration, or individual employee disciplinary action, employees, by seniority, will choose a specific slot on a particular shift and after the selection is made, the employee will be assigned on a permanent basis. When an employee has his shift assignment changed as described above, he will be given three (3) days prior notice before such change takes effect.

A chart will be posted within each division indicating the number of "slots" currently allotted to each shift. Each slot will be identified by the days off assigned to it. It is understood that due to the special staffing problems associated with some

operations the Employer may distinguish between male and female slots based upon bonafide occupational qualifications.

Section 13.3 Posting of Seniority List: A list of employees assigned to the unit, listed in order of their seniority with the Department, will be posted by the chart. Employees assigned to that particular unit will claim a slot within the unit in order of seniority. Shift selection is to be an annual process with changes to commence with the second pay period in January of each year.

Section 13.4 Trade of Work Days: By mutual agreement between the involved employees, and their shift supervisors or Watch Commanders, members of the bargaining unit may trade scheduled work days. Such trades shall not be unreasonably denied.

ARTICLE 14 TEMPORARY WORK ASSIGNMENTS/PAY ADJUSTMENTS

Section 14.1 Pay Level Adjustments: If an employee is temporarily assigned to duties of a position with a higher pay range, the employee shall be eligible for a working pay level adjustment. This pay adjustment will be to the base rate for the salary range of the higher classification or five (5) percent, whichever is greater.

Section 14.2 Minimum Time: Pay adjustments will not be made on temporary work assignments of less than four (4) hours.

Section 14.3 Rate of Pay: Employees who are temporarily assigned to a supervisory position shall be paid at the base rate for the salary range to the next higher rank for all time worked in such position, subject to provisions of Section 14.1 above.

Section 14.4 Temporary Assignments: The Employer will limit assignments to a maximum of forty-five (45) days except in cases resulting from approved leaves of absence.

ARTICLE 15 VACANCY AND SHOW OF INTEREST

Section 15.1 Filling Permanent Vacancies:

The Employer shall post any and all permanent vacancies within the bargaining unit for five (5) days. Bulletin boards will be provided for the posting of these vacancies. The notice of vacancy will provide a description of the position, the rate of compensation, the shift or the hours associated with the position, the minimum

qualification of the position and the person to whom interested employees should respond.

Interested employees shall make written notice to the person listed in the posting of the vacancy and will provide whatever information that may be required. The Employer will screen all applications and will consider all employees found to be qualified and eligible.

The Employer shall select the applicant who is most qualified and able to perform the duties of the position being filled. When the qualifications of two or more employees are found to be equal, seniority shall prevail in the final determination of who will be selected to fill the vacancy. Upon request made to the Employer within seven (7) days after a position is filled, any employee who applied but was not selected for the position, will be notified in writing of the reason(s) he/she was not selected.

Section 15.2 Temporary Vacancies: Due to the nature of the work and in order to prevent interruption of a service, the Employer shall have the right to fill a position and make transfers on a temporary basis until such time as the selection of a permanent employee is made to fill the position. Except in cases of vacancies resulting from approved leave, the Employer will limit temporary assignments to forty five (45) calendar days.

Section 15.3 Break-In Period: An employee selected for a position will be given the necessary time and training, not to exceed one hundred twenty (120) days, to become accustomed to the job or to learn the normal operation of the position. If the employee does not qualify for the job, as evidenced by his performance during his break-in period, he shall be returned to his former position or to some other similar position

Section 15.4 Probationary Employees: Probationary employees shall not be eligible to make written notice to fill a vacancy during their probationary period.

ARTICLE 16 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 designated 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 17 GRIEVANCE PROCEDURE

Section 17.1 Procedure: 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 be used to effect changes in this Agreement.

Section 17.2 Choice of Remedies: The Union understands and agrees that the grievance procedure shall not be available, and will be deemed waived, if an employee files a claim with the Ohio or federal civil rights agencies (EEOC or OCRC) unless the federal or state agency orders the issue back to the contractual grievance procedure. It is understood that the employee/Union is making an election to pursue either the grievance procedure or to the civil rights agency. In the event an employee first files a grievance then files a claim at the civil rights agency the grievance shall be deemed waived unless the civil rights agency orders the matter returned to the grievance procedure. In the event a matter is ordered by the civil rights agency to the grievance procedure it shall begin at Step 4.

Section 17.3 Definition/Limits: 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 Step 4.

Section 17.4 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 3 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. All first, second, and third step grievance meetings will be held on or abutting the grievant's shift. The fourth step grievances will be held at a time mutually set by

management and labor.

STEP 1 SUPERVISOR-INFORMAL: Any employee, with or without his designated Union representative shall discuss a grievance with his immediate supervisor.

STEP 2 SUPERVISOR-FORMAL: If an employee has a grievance that is not settled in Step 1, the employee must present the grievance to his immediate supervisor in writing within fourteen (14) days after the employee knew or should have known of the occurrence of the act or event giving rise to the alleged grievance. The grievance must specify the applicable provision(s) of the Agreement, set forth the remedy requested, and be signed by the employee. The grievant's immediate supervisor shall reply to the grievant, in writing, within seven (7) days after the grievance is submitted to him in writing. If the immediate supervisor fails to respond in the appropriate time frame, the grievance shall automatically move to Step 3.

STEP 3 LIEUTENANT: If the grievance is not settled in Step 2, the employee may appeal his grievance to Step 3 by presenting the written grievance to the designated Lieutenant or his designated representative (within seven (7) days of the Step 2. answer).

The Lieutenant or designated representative shall schedule a meeting on the grievance within seven (7) days. The Lieutenant or designated representative shall reply to the grievant and his Union representative, in writing, within seven (7) days after its presentation.

STEP 4 CHIEF DEPUTY: If the grievance is not settled in Step 3, an employee may appeal his grievance to Step 4 by presenting the written grievance to the Chief Deputy within seven (7) days of the Step 3 answer for review of the merits of the case. The Chief Deputy shall reply to the grievant or his Union representatives, in writing, within seven (7) days after its presentation.

STEP 5 ARBITRATION:

(a.) Appeal to and Selection of Arbitrator: 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 4 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 seven (7) 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. 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, 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 Arbitrator: The fees and expenses of the arbitrator shall be equally shared by both parties. In addition, if either party requests the hearing to be transcribed and the other party requests a copy of the transcript, the parties shall equally share the total cost of the transcript and the cost of the service. However, each party shall be responsible for compensating its own witnesses or other cost incurred.

Section 17.5 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 17.6 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 at Step 2 or 3 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 17.7 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 17.8 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 17.9 Pre-arbitration Meetings: Either party may request, in writing, a prearbitration 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 4 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 18 INTERNAL AFFAIRS PROCEDURES

Section 18.1 Criminal Charges: An 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 or of the United States, shall be advised of his/her constitutional rights according to law and be given twenty-four (24) hour prior notice to appear.

Section 18.2 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 Unit.

All employees requested to give any statement shall, when requested by an internal Affairs Investigator, give a statement of facts concerning the incident being investigated. The request for the statement should be timed so that a complete rational answer can be given. This statement shall be either in inner-office form or a formal statement, at the discretion of the Internal Affairs Investigator.

The County cannot in the course of an investigation obtain evidence through the use of administrative pressure, threats, coercion, or 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 18.3 Records: Any employee who is charged with violating rules and/or regulations of the Sheriffs Office will be provided access to 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 18.4 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 own choice.

Section 18.5 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 18.6 Anonymous Complaints: If a single anonymous complaint made against an employee is not substantiated with some corroborative evidence within twelve (12) months after it is received or at any time that it is found to be invalid, it shall be removed from the employee's personnel file.

Section 18.7 Confidentiality: The parties herein agree that there shall be no press release by the County or Union regarding the employee 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.

ARTICLE 19 DISCIPLINE/PERSONNEL RECORDS

Section 19.1 Just Cause: No employee having completed his probationary period shall be disciplined or discharged except for just cause.

Section 19.2 Form of Discipline: Disciplinary action may include (a) verbal warning; (b) written warning; (c) suspension without pay; (d) discharge from employment.

Section 19.3 Progressive Discipline: Except in situations of gross employee misconduct or conduct warranting more severe discipline, the Employer shall discipline employees in accordance with the principle of progressive discipline.

Section 19.4 Predisciplinary 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 request to have his Union representative in attendance at such hearing.

Section 19.5 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 3 of the grievance procedure herein and will not be subject to arbitration.

Section 19.6 Record of Discipline: All disciplinary actions or records, except verbal warnings and written warnings, but including suspensions, dismissals or loss of pay discipline, shall be maintained in each employee's personnel file throughout the period of his employment unless removed from the employee's personnel file pursuant to the provisions of this Article.

Section 19.7 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 Union representative to act for the member in requesting access to the personnel file and in reviewing said file. Anyone 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. 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.

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 written request made pursuant to the Ohio Public Records Act.

Section 19.8 Number of Personnel Files and Documents: There shall be only one official personnel file for each employee which shall be maintained in the Clark County Sheriff's Office.

Section 19.9 Disagreement with Documents: An employee shall be permitted to insert written clarification or explanatory memorandums of material found in their personnel file.

Section 19.10 Record Removal: Oral, Written Reprimands and Suspensions: Oral and written reprimands will be removed from an employee's personnel file twelve (12) months after the effective date of the reprimand(s) upon request providing there is no intervening disciplinary action during the twelve (12) month period. Records of suspension will be removed from an employee's personnel file, upon request, twenty-four (24) months after the effective date of the suspension providing there is no intervening disciplinary action during the twenty-four (24) month period. 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 19.11 Copies of Material in Personnel Files: Any member of the bargaining unit, or a representative granted permission in writing by a member, may obtain a copy of material contained in his/her personnel file. The employee may be charged for copies for more than five (5) copies.

ARTICLE 20 OVERTIME

Section 20.1 Overtime Compensation, Computation: Any time after this Agreement is signed that an employee is required to work in excess of eight (8) hours in any one continuous period, or eighty (80) hours in any pay period, that employee will receive compensation for time in excess of those limits at the rate of one and one-half times the employee's normal rate of compensation.

Sick leave, vacation leave, authorized leave other than holidays/personal leave, periods of suspension and absences without leave shall be deducted from the hours worked during the standard work period which such absences occur, and are not to be considered in computing overtime.

Section 20.2 Compensatory Time: If funds are not available to include this

compensation in with the employee's regular bi-weekly pay, the employees will be credited for such time at the rate of one and one-half hour for each hour worked provided that the total number of comp time hours shall not exceed thirty (30) (i.e. twenty (20) hours worked). Any employee who wishes to use hours from his comp-time bank shall make written notice to his immediate supervisor in advance of actual leave. Such leave shall be granted if sufficient manpower is available to permit comp time leave. Any comp-time which is not taken within thirty (30) days of the time it is earned shall be paid to the employee in the employee's next regular pay check. Any time management has to implement this section that decision will be posted on Bulletin Boards before the pay period in question. If sufficient manpower is available, the supervisor may assign officers off on comp time within the thirty (30) day period of when it is earned.

Section 20.3 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, acting supervisor, or appointing authority prior to working the overtime.
3. Submit to his shift supervisor or division head a time form stating the time and date worked, the total hours worked to the nearest one-tenth hour, why the overtime was worked, and the signature of the supervisor authorizing the overtime. The employee's shift supervisor will then make the necessary designation on the attendance sheet to credit the employee for the time worked.

A copy of the time credit sheet will be signed by the supervisor making the notations on the attendance and will be returned to the filing employee.

Section 20.4 Overtime Call-In Lists: There will be an overtime call-in list by division. Employees will be listed in order of the amount of overtime they have worked after the most senior employee is offered overtime. If after the Employer has gone through the list and no one has agreed to work the time, the Employer will fill such overtime by ordering the least senior member in each division to work. That member will then be moved to the top of the list and not be subject to mandatory overtime until the entire list has been ordered to work mandatory overtime, however no member will be ordered to work more than twelve (12) consecutive hours in a 24 hour period. The bargaining unit member shall have twelve (12) consecutive hours of rest before the start of their next scheduled shift. Employees who are working overtime on a scheduled off day shall not be required to work more than eight (8) consecutive hours in any given day off day.

ARTICLE 21 CALL BACK CREDIT

Section 21.1 General Procedures: If an employee leaves work at the end of his shift, and is contacted by the supervisor 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. Claims for call-back credit shall be submitted on forms designated by the Employer.

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 court, training session, range qualification, disciplinary hearings or those employees who show up without being notified to do so are not entitled to call back credit.

Section 21.2 Detective Bureau: Call back in the detective bureau will be compensated at a two (2) hour minimum at double time rate for the first two (2) hours. At no time will the responding member be credited with less than four (4) hours. (See chart in Section 21.4.)

Detectives will be issued beepers based on the signing of the overtime authorization list kept in the department. Dispatch will be advised to contact the detective whose name is on the list of the period in question.

After the first two (2) hours are worked, the balance of time worked will be compensated at one and one-half (1.5) times the hours worked.

The division head will be responsible for substantiating all premium time for their employees. This time can only be authorized by the division head or the road patrol supervisor.

Section 21.3 Court Time: Other than while on duty, all time in court will be considered overtime. Court time does not require the prior authorization of a supervisor. Employees actually attending court will receive a minimum two (2) hours overtime. Any court time exceeding two 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 leave sheet and will make a good faith effort to ascertain if the case is to receive attention from the courts before attending the proceedings.

Section 21.4 Call-Back Credit Charts:

<u>Hours Worked</u>	<u>Hours Paid</u>
0 to 1 hour	3 hours
2 hours	4.5 hours
3 hours	6 hours
4 hours	7.5 hours
5 hours	9 hours
6 hours	10.5 hours

Detective Bureau Credit Chart:

<u>Hours Worked</u>	<u>Hours Paid</u>
0 to 2 hours	4 hours
3 hours	5.5 hours
4 hours	7 hours
5 hours	8.5 hours
6 hours	10 hours
7 hours	11.5 hours
8 hours	13 hours

Court Time Credit Chart:

<u>Hours Worked</u>	<u>Hours Paid</u>
0 to 2 hours	3 hours
2.5 hours	4 hours
3 hours	4.5 hours
3.5 hours	5.5 hours

**ARTICLE 22
SICK LEAVE**

Section 22.1 Sick Leave Earned: Sick leave is earned at the rate of 4.6 hours per pay period which can be accrued indefinitely. Sick leave can be transferred between county and other city and state departments.

Section 22.2 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 22.3 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). 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).
- b. Medical, dental, optical examination or treatment of and employee or a member of his/her immediate family.
- c. 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.
- d. Pregnancy and/or childbirth and other conditions related thereto.

Section 22.4 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, spouse, child, grandchild, a legal guardian or other persons who stand in loco parentis.

Section 22.5 Reasonable Use for Sick Leave: Employees failing to comply with sick leave rules and regulations shall not be paid. 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.

Section 22.6 Justification of Sick Leave: The employee shall furnish a satisfactory written statement to justify the use of sick leave. 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. The failure to present such a certificate or written signed statement to 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 and qualifies as a FMLA occurrence,, the Employer requires a physician's certificate. Evidence of sick leave 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 22.7 Annual Sick Leave Conversion:

By December 1 of each year of the Contract, each employee who has at least the following accumulated sick leave may submit a written request to convert the following hours of accumulated sick leave to a cash payment. An employee must have at least 400 hours of accumulated sick leave to be permitted to convert up to a total of 40 hours of that accumulated sick leave to a cash payment. The described conversion of accumulated sick leave require that the employee does not drop below the following at the time of conversion: (400 accumulated hours). Cash conversion payments shall be made in December of each year of the Contract to those qualifying and applying.

Section 22.8 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.

**ARTICLE 23
INSURANCE COVERAGE**

Section 23.1 Medical Insurance:

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:

2012: 5 %
2013: 8 %
2014: 10 %

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.

Section 23.2 Changes to Coverage/Rates:

If any changes to the plan or costs to employees change during the life of this agreement such changes shall be reviewed by the insurance committee. The union shall be entitled to representation on the Insurance Committee.

Section 23.3 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 \$20,000.00 (\$10,000.00 life and \$10,000.00 AD&D). Such term insurance shall be converted to individual policies at the time an employee retires or terminates his employment with the County. Additional life insurance is available through payroll deductions.

Section 23.4 Professional Liability Insurance: The Employer will provide, at no cost to the employee, professional liability insurance with a minimum of \$500,000.00 per employee and/or \$1,000,000.00 per occurrence.

Section 23.5 Automobile Insurance: The Employer will provide, at no cost to the employee, up to \$500,000.00 maximum limitation auto insurance for each employee to cover county owned vehicles.

**ARTICLE 24
UNIFORM ALLOWANCE**

Employees shall own and wear uniforms as directed by the Employer pursuant to Department Rules and Regulations. Each employee shall be paid a uniform allowance of \$900.00 each year of the Agreement. Checks will be paid to each employee twice per year, one half in March and one half in September. Employees who are off on unpaid leave during the year shall receive a uniform allowance on a prorated basis if they are on unpaid leave status for greater than 30 calendar days. Clothing damages within the performance of duty will be replaced by the

County at no expense to the officer. Should a specific uniform change be required by Management, Management shall pay the total cost of the initial purchase of any item necessitated by the change.

ARTICLE 25 TRAINING

Section 25.1 Minimum OPOTC Training:

All employees must receive the standard minimum training for law enforcement officers established by the Ohio Peace Officers Training Council within the first year of their employment. Time spent during the basic Ohio Peace Officer Training will not count as time worked. An employee who fails to achieve the required certification as peace officer shall be subject to discharge. Beginning January 1, 2010, any and all employees hired without having first completed their Ohio Peace Officers Training may apply for tuition reimbursement for the cost of the training received upon completion.

Section 25.2 Additional Training: Employees will be given all minimum training in each year of this Agreement to maintain their certification under R. C.311.04. Additional training assignments will be made by the Employer in the best interest of the Department. In doing so, to the best extent possible, the Employer will assign additional training to employee to trained in areas in which employees express interest or in which they demonstrate particular skills or abilities. If Ohio Peace Officer Training Council or employer requires additional training to maintain certification, attendance will be mandatory and considered as part of the employee's work time. Employees who may be assigned to training will continue to be on training assignment until such time as the training is completed.

Section 25.3 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 county. 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.
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".

Any employee who leaves employment 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.

Section 25.4 Yearly Firearms Qualification:

Practice Ammunition: Each employee will be issued up to 300 rounds of practice ammunition, either 9mm or .38 caliber, on a yearly basis. This ammunition will be issued at the Department and used only on the Department range. The employee will be under the supervision and control of a qualified range officer. The range officer will attempt to correct any deficiency noted while employee is firing. The range officer will keep a record of ammunition used by each employee.

Practice Time: Practice time on the Department range will be made available to all employees on a quarterly basis. The employees will be under the supervision of a qualified range officer who will attend all sessions. Schedules for practice time will be

ARTICLE 26 LEAVE WITHOUT PAY

Section 26.1 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 26.2 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.

Section 26.3 Approval of Leave: The granting of any leave is subject to the approval of the employee's supervisor and 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 26.4 Return From Leave: Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave will be terminated and/or displaced upon the reinstatement of the employee from leave. The affected/displaced employee will be considered for other vacancies.

Section 26.5 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 27 MATERNITY LEAVE

Section 27.1 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 26. 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 27.2 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 27.3 Leave Accumulation: An employee on maternity leave does not earn sick leave or vacation credit.

Section 27.4 Cancellation of Leave: When 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 28 DISABILITY LEAVE

Section 28.1 Reasons for Disability Leave: A physically or mentally incapacitated employee may request a disability leave. 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 chiropractor or psychiatrist.

Section 28.2 Reinstatement: Reinstatement rights upon granting of disability leave extend for three (3) years if the employee receives no State of Ohio benefit and for five (5) years if the employee receives a State of Ohio benefit. 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 positions.

Section 28.3 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 28.4 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 28.5 Disability Separation/Retirement: An employee whose disability prevents reinstatement from disability leave may wish 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 28.6 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 29 MILITARY LEAVE

Section 29.1 Military Leave: The Employer agrees to comply with state and federal laws regarding military leave.

ARTICLE 30 HOLIDAYS

Section 30.1 Holidays: The following days are recognized as holidays by the Clark County Sheriffs Department 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. Independence Day | July 4th |
| 6. Labor Day | 1st Monday in September |
| 7. Columbus Day | 2nd Monday in October |
| 8. Veteran's Day | November 11th |
| 9. Thanksgiving Day | 4th Thursday in November |
| 10. Christmas Day | December 25th |

In the event that any of the aforementioned holidays fall on a Sunday, the Monday immediately succeeding shall be observed as a holiday. In the event that any of the aforementioned holidays fall on a Saturday, the Friday immediately preceding shall be observed as a holiday.

Section 30.2 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 104 hours of personal leave.
2. This personal leave will be granted by the supervisor, with the appropriate paperwork upon 48 hour notice. In the event that a number of employees make application for the same day, will be granted on a first come, first serve basis. Supervisors may grant additional employees that day off based on the availability of alternate personnel and the manpower requirements needed to perform the assignment function. If it is not possible to approve leave for an individual based on a need to maintain staffing levels, the supervisor will suggest an alternate day before disapproving the requested leave. In no case will personal leave be accepted until 30 days prior to the requested day.
3. In no case will this personal leave be carried over from one year to the next. The personal leave will expire at 11:59 p.m. on December 31st of each year.
4. The record of the amount of time available and used during the year will be maintained by the Employer.
5. Eligible employees must take at least six (6) days of personal leave before July 1st of any given year. The second seven (7) remaining personal days must be taken between July 2nd and December 31st of any given year. Those employees that have not taken, or made application for the use of, personal leave days during the time frames listed will be assigned to take the leave by their supervisor.

ARTICLE 31 VACATION

All employees shall earn annual vacation leave according to their number of years of service with the County as follows:

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).
3. 6 years of service, but less than 14 years completed:
120 hours (15 working days).
4. 14 years of service, but less than 20 years completed:
160 hours (20 working days).
5. 20 years of service, but less than 25 years completed:
200 hours (25 working days).
6. 25 years or more of service completed
240 hours (30 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.

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 at least 48 hours 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 Departmental forms or by letter before it will be approved.

Except as otherwise provided in this section, 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 and carry over vacation earned in the employee's most recent three (3) 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 31.1 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. 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 31.2 Transfer of Service Time: An 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.

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 32 FITNESS FOR DUTY

Section 32.1 Examinations: The Employer may have an employee examined by a physician to determine his or her 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. Examination will be conducted during work time. The physician shall provide to the employee and to the Employer a physical examination report and recommendation regarding that employee's fitness for duty. In the event the Employer's physician indicates that the employee is not fit for duty, based upon the employee's inability to perform like duties of other similar employees, 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 32.2 Employee Appeal: If, prior to selection leave, the employee disagrees with the Employer's physician concerning his fitness for duty, he may provide the Employer with a physical examination report from any other licensed physician of his own choosing. Such examination shall be arranged for and paid by the employee. If the employee's physician and the Employer's physician cannot agree on the employee's fitness for duty, they shall designate by mutual agreement an independent physician to examine the employee and determine whether or not he is fit for duty. The Employer will arrange and pay for the physical examination by the independent physician, whose determination shall be binding upon all parties.

Section 32.3 Reinstatement: Once the employee is found to be unfit for duty as described herein, such employee shall have recall rights for three (3) years from the date of the final and binding decision of the independent physician. 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 33 EMPLOYEE WELLNESS STANDARDS

In order to promote fitness throughout the Department, individualized weight standards shall be established of a non-discriminatory character, to which the Employer may require adherence by all employee(s). Such weight standards shall be applied progressively over the two years following promulgation. They shall be developed by discussion and agreement in the labor management committee, provided that it shall prescribe such standards within three months of the date the parties sign this agreement. The formulation of such standards shall be set by a committee of three (3) physicians, one to be appointed by each of the parties and the third to be appointed by the other two (2) physicians. The expenses of the committee to be borne in equal shares by the parties thereto.

ARTICLE 34 WEIGHT ROOM

In an effort to establish and maintain good health and in an effort to reduce the risk of injury associated with job function, an exercise room will be maintained in the Public Safety Building or other suitable location. The Sheriff will designate a suitable location after reaching agreement with the union representative, in the building or at some other location, to be used for this purpose but shall not be required to

purchase, repair, and maintain any equipment. The Union will be given at least sixty (60) days notice if it becomes necessary to move the equipment to another designated area of the Public Safety Building.

**ARTICLE 35
WAGES**

Section 35.1 Wage Scales: Each step on the wage scale represents a completed year of service as a Deputy Sheriff with the Clark County Sheriff's Office. Employees will advance to the next succeeding step on their anniversary dates of hire without regard to the specific job assignment or length of time in any particular assignment.

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

1. Effective January 1, 2012, rates of pay for bargaining unit employees shall increase by 2% and shall be as follows:

Deputy Sheriff	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly	\$20.35	\$21.48	\$22.67	\$23.84	\$25.02	\$26.20
Annual	\$42,328	\$44,678	\$47,153	\$49,587	\$52,041	\$54,496

2. Effective January 1, 2013, rates of pay for bargaining unit employees shall increase by 2% and shall be as follows:

Deputy Sheriff	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly	\$20.76	\$21.91	\$23.12	\$24.32	\$25.52	\$26.72
Annual	\$43,180	\$45,572	\$48,089	\$50,585	\$53,081	\$55,577

3. Effective January 1, 2014, rates of pay for bargaining unit employees shall increase by 2% and shall be as follows:

Deputy Sheriff	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly	\$21.18	\$22.35	\$23.58	\$24.81	\$26.03	\$27.25
Annual	\$44,054	\$46,488	\$49,046	\$51,604	\$54,142	\$56,680

B. Deputies hired on or after June 1, 2011 will be paid according to the following wage scale.

1. Effective January 1, 2012, rates of pay for bargaining unit employees shall increase by 2% and shall be as follows:

Deputy Sheriff	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Hourly	\$15.67	\$16.49	\$18.32	\$20.35	\$21.48	\$22.67	\$23.84	\$25.02	\$26.20
Annual	\$32,583	\$34,299	\$38,105	\$42,328	\$44,678	\$47,153	\$49,587	\$52,041	\$54,496

2. Effective January 1, 2013, rates of pay for bargaining unit employees shall increase by 2% and shall be as follows:

Deputy Sheriff	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Hourly	\$15.98	\$16.82	\$18.69	\$20.76	\$21.91	\$23.12	\$24.32	\$25.52	\$26.72
Annual	\$33,238	\$34,985	\$38,875	\$43,180	\$45,572	\$48,089	\$50,585	\$53,081	\$55,577

3. Effective January 1, 2014, rates of pay for bargaining unit employees shall increase by 2% and shall be as follows:

Deputy Sheriff	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Hourly	\$16.30	\$17.16	\$19.06	\$21.18	\$22.35	\$23.58	\$24.81	\$26.03	\$27.25
Annual	\$33,904	\$35,692	\$39,644	\$44,054	\$46,488	\$49,046	\$51,604	\$54,142	\$56,680

ARTICLE 36 MISCELLANEOUS

Section 36.1 Copies of Agreement: Copies of this Agreement will be made available to all bargaining unit employees, the Sheriff and his designated assistants, and the Board of Clark County Commissioners and their designated assistants. Costs incurred in the printing of this Agreement for distribution will be split 50/50 by the Employer and the Union.

Section 36.2 Definition of Days: Unless otherwise indicated, the term days as used in this Agreement shall mean calendar days.

Section 36.3 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 36.4 Definition of Probationary Employee: As used in this Agreement, the term "probationary employee" shall mean an employee serving his first year of employment as either a road patrol officer, correction officer or detective. Any probationary employee who completes his 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.

Section 36.5 Notification: Management agrees to notify the Union in writing within three (3) days of termination, suspension, promotion, or other changes of status actions taken by the Employer.

Section 36.6 Number of Persons on Leave: Two (2) people per shift will be allowed leave per division on a first come, first serve basis. For the purpose of this Section, division is defined as Road Patrol and Jail Division. Those persons on leave for the purpose of short term sick leave (less than 5 days) shall be counted as on leave under this provision. However, no pre-approved leave shall be affected by this provision.

Coverage in the Detective Bureau, New Carlisle, Civil (Court) Section and the community Education Program will be determined on the needs of the program and not count against coverage for Road Patrol and Jail Division.

ARTICLE 37 BULLETIN BOARDS

The Employer shall provide bulletin boards, at least 3' x 3', in their current locations of the Department where employees meet for Muster or are assigned, solely for use by the Union to post notices. It is agreed that the following notices shall not require prior Employer approval:

- a. Posting of rules and regulations of the Union.
- b. Notices of Union meetings and election results.
- c. Notice of recreational and entertainment activities.
- d. Educational materials.
- e. Informational material.

ARTICLE 38 IMMUNIZATIONS

Management will provide all potentially affected bargaining unit members the series of three (3) hepatitis "B" shots and blood testing at a site negotiated by management. All employees will have to undergo a booster shot for tetanus within six (6) months of the signing of this contract or show certification that they have received immunization in the last year.

ARTICLE 39 SAFETY

Section 39.1 Safety Responsibilities: It is the responsibility of management to provide safe working conditions, equipment and working methods for their employees. Management will make sure that its employees are aware of all safety rules. The supervisor must correct unsafe working conditions promptly.

Section 39.2 First Aid Kits: Management will provide and maintain at least one fully stocked First Aid Kit in each section and in each marked cruiser.

ARTICLE 40 RESIDENCY

Section 40.1 Residency Requirement : All employees shall be residents of Clark County, Ohio, or a contiguous county, throughout their employment as deputies. 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 40.1 Use of County vehicles : Any vehicle which is the property of Clark County, Ohio, 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 41 BARGAINING UNIT WORK

Bargaining unit work shall consist of patrol division, jail division, detective division, and any other work normally performed by bargaining unit members. Bargaining unit work shall be performed by bargaining unit employees. Non-bargaining unit employees shall not be used to displace bargaining unit employees.

ARTICLE 42 PROMOTIONAL EXAMINATION

Section 42.1 Eligibility: In order to be eligible to participate in the promotional opportunity assessment, an individual must meet each of the following requirements as of the date of the posting.

- The employee must have a high school diploma or equivalent;
- The employee must have successfully completed Ohio Peace Officer Basic Training
- The employee must have completed three (3) years continuous service as a full-time Clark County Sheriffs's Deputy

Section 42.2 Evaluation Procedure:

- A. An outside assessment center, chosen at the discretion of the Sheriff, shall prepare, administer and score a written and verbal exam. The verbal evaluation may include, among other items, a written or oral medial release or statement and /or a written essay or other writing sample.
- B. The candidates with top scores will be eligible for and offered promotion in the order of their rank on the promotion eligible list. Employees with the same score will be ranked on the eligible list in order of longest seniority. If employees have the same score and the same seniority date, their rank on the eligibility list will be determined by the last four (4) digits of their social security numbers, pursuant to section 10.3 of the current collective bargaining agreement.
- C. Any Employee declining the promotion shall be deleted from the current eligible list.
- D. The Union will be allowed, upon request to the Chief Deputy, to review the test instruments and employee test scores after the list has been certified by the testing consultant. Employees may review their own test and scores upon request to the Chief Deputy.
- E. The promotion eligibility list generated by the testing process will be valid for a period of one year from the date it is certified by the outside assessment center to the Sheriff.

Section 42.3 Written Exam:

- A. The written test will be prepared, administered and scored by the outside assessment center engaged by the Sheriff.
- B. The written test shall consist of no fewer than 100 questions covering at least the following:

1. O.R.C. criminal and traffic laws;
 2. State of Ohio Minimum Jail Standards
 3. Clark County Sheriff's office jail policy and procedures;
 4. Constitutional law (NOT ON FIRST TEST);
 5. Clark County Sheriff's office policies and procedures;
 6. The Deputies collective bargaining agreement.
- C. An employee must obtain a score of no less than 80 % to proceed to the next level of assessment.
- D. Employees will have a minimum of 30 days to prepare for the written examination between the job posting and the test date.
- E. Study materials will be made available to test candidates including:
1. CD of current policies and procedures of the Clark County Sheriff Department;
 2. Handbook of Ohio criminal and motor vehicle laws;
 3. Ohio Minimum Jail Standards;
 4. Training materials on Constitutional law issues.

Section 42.4 Verbal Exam:

- A. The testing center will appoint an oral assessment team of no fewer than three(3) members who are not employed by the Clark County Sheriff's Office, or within Clark County government or otherwise employed in law enforcement in Clark County, Ohio.
- B. The verbal evaluation may include, among other items, a written or oral media release or statement and/or a written essay or other writing sample.
- C. Each member of the oral review board shall score each candidate to arrive at an average oral score for each candidate.

Section 42.5 Test Weighting: The combination of the written and verbal tests shall be weighted by the outside assessment center to represent eighty percent (80%) of the total points available in the assessment process. The relative weighting between the written exam and the verbal tests (interview, media release, writing sample, etc.) shall be left to the discretion of the outside assessment center.

Section 42.6 Education: An employee may receive a maximum of ten (10) points, determined by the highest degree obtained, as follows:

Associates Degree	2.5 points
Bachelors Degree	5.0 points
Masters Degree	7.5 points
J.D. or Ph.D.	10 points

The ten (10) possible education points shall represent ten percent (10%) of the total points available in the assessment process.

Section 42.7 Seniority: Employees will be eligible for up to 10 seniority points. The ten (10) possible points shall represent 10% of the total points available in the assessment process. Points will be assigned as follows for each full year of service in the classification.

1 year	1 point
2 years	2 points
3 years	3 points
4 years	4 points
5 years	4.6 points
6 years	5.2 points
7 years	5.8 points
8 years	6.4 points
9 years	7.0 points
10 years	7.6 points
11 years	8.2 points
12 years	8.8 points
13 years	9.4 points
14 years or more	10 points

Section 42.8 Discipline: The employee's assessment scores shall be reduced for the highest single disciplinary action in an employee's file that is still active under section 19.10 of the collective bargaining agreement at the time of the written test, as follows:

Reprimands, oral or written	2.5 points
A 1-9 day suspension	5 points
A 10-day suspension	10 points

The ten (10) possible discipline points shall be weighted by the outside assessment center to represent ten percent (10%) of the total points available in the assessment process.

In consideration of the terms and conditions agreed to above, the Union agrees to withdraw, or cause to be withdrawn, any grievance currently pending which relate to a failure to properly promote employees from the rank of deputy.

**ARTICLE 43
TERM OF AGREEMENT**

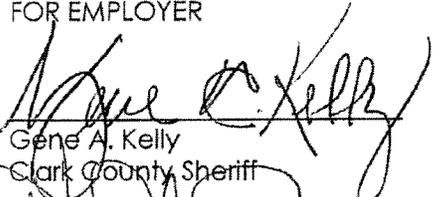
This agreement will become effective November 1, 2011 and will remain in effect until October 31, 2014.

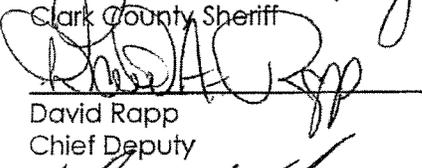
The Public Employer or exclusive representative desiring to terminate, modify or re-open an existing collective bargaining agreement or negotiate a successor collective bargaining agreement shall, not less than 75 days not more than 120 days prior to the expiration date of the existing agreement, service 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.

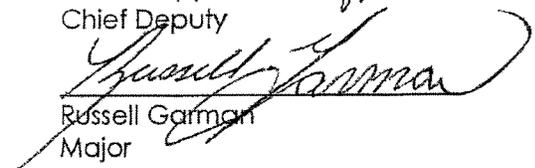
SIGNATURE PAGE

IN WITNESS THEREOF, THE PARTIES HERETO have ratified and executed this Agreement at Springfield, Ohio this 28 day of JUNE, 2011.

FOR EMPLOYER

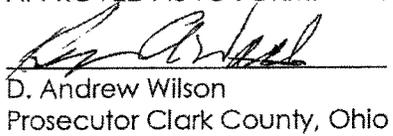

Gene A. Kelly
Clark County Sheriff


David Rapp
Chief Deputy

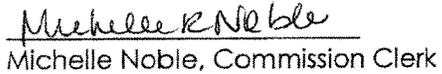

Russell Garman
Major


Nathan Kennedy
Clark County Administrator

APPROVED AS TO FORM:

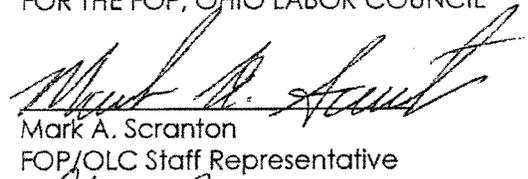

D. Andrew Wilson
Prosecutor Clark County, Ohio

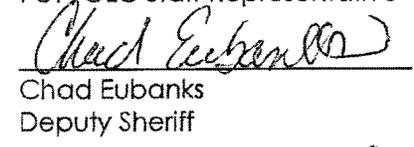
RECORDED BY:

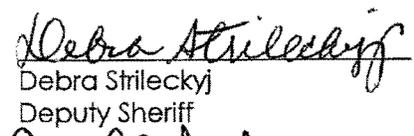

Michelle Noble, Commission Clerk

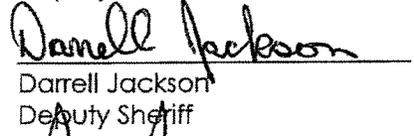
Resolution # 2011-0542

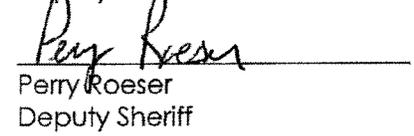
FOR THE FOP, OHIO LABOR COUNCIL


Mark A. Scranton
FOP/OLC Staff Representative


Chad Eubanks
Deputy Sheriff


Debra Strileckij
Deputy Sheriff


Darrell Jackson
Deputy Sheriff


Perry Roeser
Deputy Sheriff

AS PREPARED BY:

Mark Scranton
Staff Representative
FOP/Ohio Labor Council, Inc.
e-mail: markscranton.fopolci@yahoo.com

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 11-MED-09-1179
EMPLOYEE ORGANIZATION,	}	(Deputies)
	}	
and,	}	
	}	
CLARK COUNTY SHERIFF,	}	
EMPLOYER.	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,



Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Mr. Gene Kelly
sheriff@clarkcountyohio.gov