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CONSOLIDATED AGREEMENT

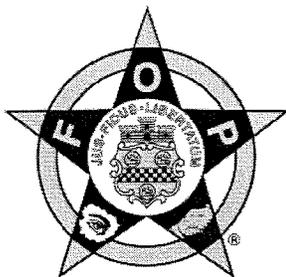
between

THE KNOX COUNTY SHERIFF



and

**FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.
(FOP/OLC)**



DEPUTY SHERIFFS

SERGEANTS

and

LIEUTENANTS

January 1, 2012 through December 31, 2014

January 1, 2012 - December 31, 2014

ARTICLE 1	1
PREAMBLE	1
ARTICLE 2	1
RECOGNITION	1
ARTICLE 3	2
TOTAL INTEGRATION	2
ARTICLE 4	2
WAIVER OF NEGOTIATIONS	2
ARTICLE 5	2
FOP/OLC SECURITY	2
ARTICLE 6	4
FOP/OLC REPRESENTATION	4
ARTICLE 7	5
NO STRIKES	5
ARTICLE 8	5
EMPLOYEE RIGHTS	5
ARTICLE 9	6
NON-DISCRIMINATION	6
ARTICLE 10	6
MANAGEMENT RIGHTS	6
ARTICLE 11	7
WORK RULES	7
ARTICLE 12	8
DISCIPLINE	8
ARTICLE 13	9
GRIEVANCE PROCEDURE	9
ARTICLE 14	11
WORKDAY/WORKWEEK	11
ARTICLE 15	12
OVERTIME	12
ARTICLE 16	13
STAND BY PAY	13
ARTICLE 17	13
PROBATION	13

ARTICLE 18	14
SENIORITY	14
ARTICLE 19	14
VACANCIES	14
ARTICLE 20	15
PROMOTIONS AND ASSIGNMENTS	15
ARTICLE 21	16
PERFORMANCE EVALUATIONS	16
ARTICLE 22	16
SHIFT PREFERENCE	16
ARTICLE 23	16
SHIFT TRADES	16
ARTICLE 24	16
LAYOFFS AND RECALL	16
ARTICLE 25	17
OUTSIDE EMPLOYMENT	17
ARTICLE 26	17
PERSONNEL FILES	17
ARTICLE 27	18
UNION BULLETIN BOARDS	18
ARTICLE 28	18
SUBCONTRACTING	18
ARTICLE 29	18
SICK LEAVE	18
ARTICLE 30	20
CATASTROPHIC SICK LEAVE DONATION PROGRAM	20
ARTICLE 31	20
LEAVE OF ABSENCE	20
ARTICLE 32	21
INJURY DISABILITY	21
ARTICLE 33	21
MILITARY LEAVE	21
ARTICLE 34	22
FUNERAL LEAVE	22
ARTICLE 35	22
JURY DUTY	22

ARTICLE 36	22
PERSONAL DAYS	22
ARTICLE 37	22
VACATIONS	22
ARTICLE 38	24
HOLIDAYS	24
ARTICLE 39	24
HEALTH AND SAFETY	24
ARTICLE 40	24
PHYSICAL FITNESS	24
ARTICLE 41	25
RANDOM DRUG TESTING	25
ARTICLE 42	26
ACCEPTANCE OF GIFTS AND FAVORS	26
ARTICLE 43	26
RESIDENCY	26
ARTICLE 44	26
EMERGENCY RELIEF	26
ARTICLE 45	26
MEETING LOCATION	26
ARTICLE 46	26
EXPENSE REIMBURSEMENT	26
ARTICLE 47	27
LABOR-MANAGEMENT MEETINGS	27
ARTICLE 48	27
INSURANCE BENEFITS	27
ARTICLE 49	28
LONGEVITY	28
ARTICLE 50	29
SHIFT DIFFERENTIAL	29
ARTICLE 51	29
WAGES	29
ARTICLE 52	30
PERSONAL PROPERTY	30
ARTICLE 53	30
SPECIAL DUTY	30

ARTICLE 54	30
UNIFORMS.....	30
ARTICLE 55	31
PAYROLL.....	31
ARTICLE 56	31
SICK LEAVE ACCUMULATION CASH OUT	31
ARTICLE 57	31
DURATION OF AGREEMENT	31
ARTICLE 58	32
GLOSSARY OF TERMS	32
ARTICLE 59	33
SIGNATURES	ERROR! BOOKMARK NOT DEFINED.

ARTICLE 1
PREAMBLE

- 1.1 This document represents a contractual agreement (“Agreement”) entered into this 1st day of January, 2012 between the Office of the Knox County Sheriff (“Sheriff”), subject to approval by the Knox County Board of County Commissioners, and the Fraternal Order of Police/Ohio Labor Council (“FOP/OLC”), to establish the exclusive wages, hours, terms and conditions of employment between the parties which are compatible with the financial resources of the Sheriff, and to assure the Sheriff the highest level of performance and professional attitude from his employees.
- 1.2 The parties intend the terms of this Agreement to supersede all applicable Ohio Revised Code provisions and their related specifications and to comply with the regulations of Chapter 4117 of the Ohio Revised Code (O.R.C.).
- 1.3 If any part of this Agreement is rendered illegal by the U.S. Government or by a court of competent jurisdiction, it shall be considered void, but the remainder of the Agreement shall remain effective. The parties agree to attempt to renegotiate the voided part of this Agreement within thirty (30) days thereafter.

ARTICLE 2
RECOGNITION

- 2.1 The Sheriff recognizes the FOP/OLC as the sole and exclusive certified bargaining representative with respect to their wages, hours, terms and conditions of employment for all full-time employees that were certified by the State Employment Relations Board specifically included in this Agreement are the following three (3) Bargaining Units:

Included:

All full-time Deputies – Case # 99-REP-09-0198 certified on April 3rd, 2000

All fulltime Sergeants – Case # 99-REP-09-0197 certified on April 3, 2000

All full-time Lieutenants – Case # 01-REP-12-0296 certified on March 26, 2002

Exclusions:

All positions and classifications not specifically established as being in the bargaining unit shall be excluded from the bargaining unit

Any new, full-time Deputies, Sergeants, or Lieutenant positions within the Sheriff’s Office shall be subject to challenge by the Fraternal Order of Police Ohio Labor Council to the State Employment Relations Board, for inclusion or exclusion as bargaining unit members, pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

- 2.2 Recognizing deputies, sergeants and lieutenants as a bargaining unit has no effect on the Sheriff’s right to add or reduce classifications or positions. The Sheriff will provide the FOP/OLC with reasonable notice prior to adding or reducing classifications or positions.
- 2.3 The FOP/OLC agrees to represent all bargaining unit members equally.
- 2.4 If the Sheriff changes the core duties of a position within the bargaining unit substantially, or creates a new position that shares a community of interest with the bargaining unit, the Sheriff shall advise the FOP/OLC within thirty (30) days of making such changes. If a dispute occurs between the Sheriff and the Union as to the inclusion or exclusion of a classification from the bargaining unit, the parties will discuss the matter, and if they are unable to reach agreement, both parties shall mutually file a petition

with the State Employment Relations Board (“SERB”) requesting a unit clarification determination with respect to the inclusion or exclusion of that classification. This section establishes mutual consent under O.A.C. Section 4117-5-01.

- 2.5 The parties have voluntarily agreed to apply the terms and conditions of this Agreement to all of the classifications outlined in Section 2.1. above, even though SERB certified separate bargaining units for those classifications. All articles of this Agreement apply to all the classifications listed above, unless the classification is specifically excluded from an article or provision of this Agreement.

ARTICLE 3
TOTAL INTEGRATION

- 3.1 Both parties thoroughly discussed the wages, hours, terms and conditions of employment, which are embodied in this Agreement, explaining the meaning and intent of each Article to one another. This Agreement therefore totally represents the parties' complete understanding of their agreement with respect to all wages, hours, terms and conditions of employment. All prior, existing, or contemporaneous oral or written agreements, understandings, or practices between the parties are eliminated. The Sheriff's obligation to the FOP/OLC over wages, hours, terms or conditions of employment is limited to the express terms outlined in the Articles in this Agreement. This Article does not prohibit written grievance settlements signed by the Sheriff (or designee) and the FOP/OLC Representative.

ARTICLE 4
WAIVER OF NEGOTIATIONS

- 4.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth and solely embodied in this Agreement.
- 4.2 The Sheriff and the FOP/OLC, 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 subject matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Article does not prohibit written grievance settlements signed by the Sheriff and the FOP/OLC Representative.

ARTICLE 5
FOP/OLC SECURITY

- 5.1 The Sheriff (or designee) agrees to deduct FOP/OLC membership dues, fees and assessments in accordance with this Article for all employees of the bargaining units. The Sheriff (or designee) agrees to deduct one half (½) of the FOP/OLC membership dues, in the amount certified by the FOP/OLC to the Sheriff's Office, from the first two (2) pay periods of each month from the pay of any member requesting same. If a dues deduction is desired, the member shall sign a payroll deduction form which shall be furnished by the FOP/OLC and presented to the appropriate payroll department. The Sheriff (or designee) agrees to furnish to the Executive Director (or designee) of the FOP/OLC, once each calendar month, a warrant in the aggregate amount of the deductions made for that calendar month, together with a listing of the members for whom dues deductions were made. Nothing herein shall prohibit members covered by this Contract from submitting dues directly to the FOP/OLC. The Sheriff (or designee) agrees to meet with the FOP/OLC to discuss adding additional payroll deductions

should the FOP/OLC develop additional member benefits. Should the Sheriff (or designee) concur that these programs are beneficial to members, and acceptable to the Sheriff (or designee) the Sheriff (or designee) shall grant the additional payroll deduction contingent upon the capability of the payroll computer program.

- 5.2 As a condition of employment, after completing the first sixty (60) days of employment as per Chapter 4117.09(C), employees in the bargaining units who are not members of the FOP/OLC, including employees who resign from membership in the FOP/OLC, shall pay to the FOP/OLC, through payroll deduction, a fair share fee. The fair share fee is automatic and does not require written authorization of the employee.

This provision shall not require any employee to become or to remain a member of the FOP/OLC, nor shall the fair share fee exceed the dues paid by members of the FOP/OLC in the same bargaining units. The FOP/OLC is responsible for annually certifying to the Sheriff (or designee) the amount of the fair share fee, along with the breakdown of its use, prior to the implementation of this section. If an employee challenges through the Courts or the State Employment Relations Board the deduction of the fair share fee, the employees' deductions shall continue, but the funds shall be placed in an interest bearing escrow account until a resolution of the employee's challenge is reached. The party in whose favor the resolution is determined shall receive the escrowed funds, including any interest.

- 5.3 The parties agree that the Sheriff assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of FOP/OLC dues and fees. The FOP/OLC hereby agrees that it will indemnify and hold the Sheriff harmless from any claims, actions or proceedings by any employee arising from deductions made by the Sheriff pursuant to this Article. Once the funds are remitted to the FOP/OLC, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP/OLC.

- 5.4 The Sheriff shall be relieved from making such individual "check-off" deductions upon an employee's:

1. termination of employment;
2. transfer to a job other than the one covered by the bargaining units;
3. layoff from work;
4. an unpaid leave of absence;
5. revocation of the check-off authorization; or
6. resignation of the employee from the FOP/OLC.

- 5.5 The Sheriff shall not be obligated to make dues deductions from any employee who, during any pay periods involved, shall have failed to receive sufficient wages to make all legally required deductions prior to the deduction of FOP/OLC dues.

- 5.6 The parties agree that neither the employees nor the FOP/OLC shall have a claim against the Sheriff for errors in the processing of deductions. If it is found that an error was made, it will be corrected at the next pay period that the FOP/OLC dues deduction would normally be made by deducting the proper amount.

- 5.7 The rate of which dues are to be deducted shall be certified to the Sheriff (or designee) by the FOP/OLC by December of each year. One (1) month advance notice must be given the Sheriff (or designee) prior to making any changes in an individual's dues deduction.

- 5.8 Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Sheriff (or designee) for the duration of this Agreement or until such employee submits a written revocation of the dues deduction authorization to the Sheriff (or designee). The address to send dues, fees and assessments is: FOP/OLC, Inc., 222 East Town Street, Columbus, Ohio 43215.

ARTICLE 6
FOP/OLC REPRESENTATION

- 6.1 With prior approval of the Sheriff (or designee), representatives of the FOP/OLC shall be admitted to the Sheriff's facilities for the purpose of processing grievances or attending meetings. Upon arrival, the FOP/OLC representative shall identify themselves to the Sheriff (or designee).
- 6.2 The Sheriff (or designee) shall recognize two (2) employees representing each bargaining unit specified in Section 2.1, designated by the FOP/OLC to act as FOP/OLC Associates for the purpose of processing grievances in accordance with the Grievance Procedure. The Associates, or their designated alternates, shall be recognized as the only representatives.
- 6.3 The FOP/OLC shall provide to the Sheriff (or designee) an official roster of its officers and associates which is to be kept current at all times and shall include the following:
- A. name;
 - B. address;
 - C. home telephone number;
 - D. immediate Supervisor; and
 - E. FOP/OLC position held.

The Sheriff (or designee) shall recognize no employee as a FOP/OLC associate until the FOP/OLC has presented the Sheriff (or designee) with written certification of that person's selection

- 6.4 With prior approval from the associate's supervisor, the investigation or writing of grievances may be performed during working hours. The following are considered authorized representational activities, which the associate may request permission from the employee's supervisor to perform:
- A. Preparation for and attendance at disciplinary hearing. The associate will be given a reasonable amount of time immediately prior to a disciplinary hearing for preparation.
 - B. Investigation of a work related injury or death of a bargaining unit member.
 - C. A reasonable amount of paid time to consult with non-employee representatives of the FOP/OLC.

Upon entering any work area other than the employee's own work area, and prior to engaging in any representational activities provided for in this section, the associate or alternate shall request permission from the appropriate supervisor of such work area, and shall identify the general nature of the representational activity the employee is to perform.

- 6.5 The FOP/OLC agrees that no representative or associate of the FOP/OLC, either employee or non-employee of the Sheriff, shall interfere, interrupt, or disrupt the normal work duties of the employees. Further, the FOP/OLC agrees not to conduct meetings (bargaining unit, lodge or committee meetings) involving on-duty employees without prior approval. Bargaining unit members shall not conduct FOP/OLC business during the work time of any employee without prior approval. Participation in unauthorized activities may subject the offending employee to disciplinary action.

- 6.6 The FOP/OLC shall be permitted, without cost, to utilize the intra-departmental mail system in order to communicate confidentially with bargaining unit members. Confidential mail shall be marked "CONFIDENTIAL" in a conspicuous place on the mail. The FOP/OLC agrees that the use of the intra-departmental mail system will be reasonable and be limited to the normal conduct of business. All mail placed into the intra-departmental mail system shall be the property of whom it is addressed and such mail will not be subject to review by others.
- 6.7 With prior approval from the Sheriff (or designee), the FOP/OLC shall be permitted to place ballot boxes in the work place for the purpose of collecting employees' ballots on FOP/OLC issues subject to ballot. Ballot boxes and their contents are the property of the FOP/OLC and shall not be subject to review by the Sheriff (or designee) or other non-bargaining unit staff.
- 6.8 The Sheriff (or designee) may approve paid leave for bargaining unit members to attend professional training programs sponsored by the FOP. If approved to attend the training, the employee will be responsible to share the information provided at the training and to inform the bargaining unit members of any new relevant methods or information applicable to their jobs.

ARTICLE 7
NO STRIKES

- 7.1 The FOP/OLC and its members agree that they will not engage in, initiate, authorize, sanction, ratify, sympathize, support or participate in any concerted activity in or about the Sheriff's premises or any other job site. The FOP/OLC shall promptly take all possible actions to prevent and to end any such concerted activity. All labor disputes between the parties shall be handled through the grievance procedure. The FOP/OLC members engaging in a strike as defined herein may be disciplined up to, and including, discharge.
- 7.2 The FOP/OLC and its members shall perform their duties in good faith.
- 7.3 The Sheriff (or designee) agrees not to lock out employees.

ARTICLE 8
EMPLOYEE RIGHTS

- 8.1. The provisions of this article shall be followed whenever an employee is suspected of, an action or inaction which could result in disciplinary action being filed against any employee. The employee has the right to the presence and advice of a union representative and at all disciplinary interrogations and/or disciplinary hearings. The unavailability of a union representative within a reasonable period of time is not grounds to postpone or reschedule a disciplinary hearing or a disciplinary interrogation. However; an employee shall be given an opportunity to contact a FOP/OLC Representative for the purpose of representation.

A member shall be informed of the nature of the investigation (whether disciplinary or criminal).

When a Deputy is under formal department investigation for criminal charges, illegal offenses, or a violation of work rules or of the terms of this Agreement, the Deputy shall cooperate in the investigation and answer all questions relevant to the investigation. Prior to any interrogations for alleged criminal charges, the Deputy shall be given their Miranda rights and be allowed to consult with an attorney who is available within a reasonable amount of time. If, after being provided Miranda warning, the Deputy refuses to answer questions, the Deputy may be ordered to do so. Prior to ordering a Deputy to answer questions, the Deputy must be given their Garrity rights, assuring them that their answers will not be used against them in criminal prosecution. If, after having been provided

Miranda and Garrity rights, a Deputy still refuses to answer questions, the Deputy may be disciplined, up to and including discharge, for insubordination. However; before a member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, the member shall be advised that such conduct, if continued may be made the basis for such a charge

Questioning or interviewing an employee in the course of an internal or external investigation will be conducted in hours reasonable related to the employee's shift, unless operational necessities require otherwise. The interrogation sessions shall be for a reasonable period of time and shall allow the employee periodic rest periods and snack and a bathroom break.

- 8.2. A Deputy shall have the right, upon request, to review any and all of the employee's personnel files. Requests for copies of items included in the file shall be honored within a reasonable period of time.

A Deputy shall not be coerced, intimidated or suffer any reprisals, either directly or indirectly, that may adversely affect the employee's-hours, wages or working conditions, as a result of filing a grievance over any discipline imposed against the employee.

- 8.3. Citizen complaints against an employee that are reduced to writing shall be provided to the employee. This includes anonymous complaints. When an anonymous complaint is made against a member and there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded and the accused member shall not be required to submit a written report.

- 8.4. Whenever an employee receives any written disciplinary action that will appear in the employee's file, the employee shall be provided a copy of it.

- 8.5. Upon completion of an investigation of a complaint against an employee, the employee shall be notified.

- 8.6. In the course of questioning, a member may only be given polygraph/C.V.S.A examination if ordered to comply by the Sheriff. Polygraphs / C.V.S.A. (Computerized Voice Stress Analysis) shall only be administered for cause. The scope of the polygraph / C.V.S.A. shall be limited to the facts relating to the nature of the matter being investigated. Normally, discipline shall not be based solely on the basis of a polygraph / C.V.S.A. exam, unless the polygraph / C.V.S.A. exam is the only way to competently investigate a matter (he said/she said/denial and no witness).

ARTICLE 9

NON-DISCRIMINATION

- 9.1 The Sheriff and the FOP/OLC agree not to discriminate against any bargaining unit employee with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age (over 40), national origin, disability, ancestry of any person, or FOP/OLC membership or non-membership. Management's use of bona fide occupational qualifications in accordance with job characteristics shall not be construed as discrimination.
- 9.2 Bargaining unit employees shall not be subject to any threat or reprisal for using the grievance procedure provided herein or for seeking information relative to any grievance.

ARTICLE 10

MANAGEMENT RIGHTS

- 10.1 The FOP/OLC recognizes the Knox County Sheriff and Knox County Board of County Commissioners as the bodies of authority solely vested with the right to run the Knox County Sheriff's Office. They

shall have the right to take any action they consider necessary and proper to effectuate any management policy express or implied. Nothing in this Article shall be construed to restrict or to limit any management authority

- 10.2** Except as limited by the expressed terms of this Agreement, the Sheriff's management rights include, but are not limited to:
1. the right to manage and direct its employees, including the right to select, train, hire, promote, transfer, assign, evaluate, retrain, layoff, recall, reprimand, suspend, discharge, or discipline for just cause;
 2. to manage and determine the location, type and number of physical facilities, type of equipment, programs and the work to be performed, privatize, subcontract services or use special deputies or volunteers;
 3. to determine the department's goals, objectives, programs and services, and to utilize personnel in a manner determined by the Sheriff to effectively and efficiently meet those purposes;
 4. to determine the size and composition of the work force and each department's organizational structure, to promulgate and enforce work rules, department orders, policies and procedures to require employees to use or refrain from using specified equipment, uniforms, weapons and other tools of duty;
 5. to determine the hours of work and work schedules;
 6. to determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
 7. to determine overtime and the amount of overtime required;
 8. to determine the department's budget and uses thereof to maintain the security of records and other pertinent information;
 9. to determine the department's goals and mission; and
 10. to determine conduct and performance expected of an employee.
- 10.3** In addition, those rights not specifically given to the FOP/OLC in this Agreement are exclusively reserved by the Sheriff. Any doubt whether the Sheriff has reserved a right is to be resolved in favor of the Sheriff. Management rights are not a subject that may be challenged through the grievance or any other contractual or legal dispute resolution procedure.

ARTICLE 11 **WORK RULES**

- 11.1** The Sheriff has the authority to promulgate reasonable policies, procedures, and directives to regulate the conduct of the Sheriff's Office. The union acknowledges that the work rules in effect at the time this Agreement was ratified do not violate this Agreement.
- 11.2** Employees shall have access to the Sheriff's work rules for the duration of this Agreement. Work rules shall be applied in the same manner to all members of the bargaining group the such work rules are intended to cover.
- 11.3** Normally, the Sheriff will provide the Union with copies of new work rules fourteen (14) days prior to implementing them.
- 11.4** Upon receiving a copy of a newly established work rule, the Union has fourteen (14) calendar days to notify the Sheriff as to whether it believes the work rule violates the terms of this Agreement. If notice is not received by the Sheriff within fourteen (14) days after submitting the work rule to the Union, the work rule is considered to be in accordance with the terms of this Agreement.

ARTICLE 12
DISCIPLINE

- 12.1 The Sheriff (or designee) will not discipline a non-probationary employee without just cause.
- 12.2 Administering discipline is a management right. Management's decision to administer a certain level of discipline for a given offense is not to be relied on by employees as a binding practice applied to every similar circumstance. Management reserves the right to publish typical examples of prohibited conduct.
- 12.3 Discipline is cumulative. Any form of discipline for any matter is counted against an employee for determining a greater level of discipline for any subsequent offenses.
- 12.4 There is no oral discipline. Employees shall not rely on any oral warnings as a first step in the discipline process. With respect to discipline under this Article, only suspensions, demotions, and discharges are arbitrable.
- 12.5 The Sheriff (or designee) will administer a system of progressive discipline based on an assessment of the circumstances as follows:
- a. A warning is the first level of discipline. This is a written statement to an employee that the employee's behavior or job performance is unacceptable or unsatisfactory and if continued would subject the employee to further discipline.
 - b. A reprimand is a written statement to an employee outlining the employee's unacceptable behavior or job performance and noting that as a matter of discipline the employee's activity is being documented for future evaluations of the employee by the Sheriff (or designee).
 - c. A suspension is a written statement to an employee outlining the employee's unacceptable behavior or job performance and ordering the employee to suspend the employee's work performance for a specified number of workdays without pay.
 - d. A demotion and or reassignment is a determination that an employee's unacceptable behavior or job performance has rendered the employee incapable or undeserving of assuming the employee's existing job responsibilities. The employee may then be reassigned to another job with pay equaling to the wage scale in years of service and classification.
 - e. A discharge is a written notification to an employee outlining the employee's unacceptable behavior or job performance and terminating the existing employment relationship. A discharged employee is expected to fulfill all of the employee's employment obligations up to the exact time the discharge is effective, and thus is required to complete all required forms and reports, and to return all property issued to the employee.
- 12.6 Before the Sheriff issues a suspension or discharge, the employee is to be given a personal opportunity to informally present the employee's statement about the facts and circumstances of the proposed discipline. Where reasonable under the circumstances, the Sheriff will provide the employee or the FOP/OLC representative forty-eight (48) hours' notice of the charges against the employee. The Sheriff shall schedule the time, date, and place where the disciplinary meeting is to occur. The employee will have waived the employee's opportunity to address the charges against the employee if the employee fails to attend the scheduled meeting. If the disciplinary meeting is tape recorded, the

union shall be provided a copy of the tape upon request. The Sheriff (or designee) will notify the employee of the decision within a reasonable period of time.

- 12.7 An employee will be sent copies of all materials placed in the employee's personnel record. Any material in the employee's personnel record that had not been sent to the employee will not be used against the employee. The signing of any materials to be placed into an employee's personnel records will not indicate an agreement by the employee as to the contents of the material but acknowledges that the employee has seen it.
- 12.8 Records of instruction and warning and written reprimands shall cease to have force one (1) year after their effective dates, providing there is no intervening disciplinary action taken during that time period. Records of suspension shall cease to have force two (2) years after their effective dates, providing there is no intervening disciplinary action.

ARTICLE 13 **GRIEVANCE PROCEDURE**

- 13.1. Purpose
The grievance procedure is specifically designed to deal with all alleged violations of this existing Agreement and it supersedes any procedure provided under the Ohio Revised Code. All matters arising out of this Agreement are to be processed exclusively through the grievance procedure. Grievances must be filed in good faith. Grievances are not to be used as a method to gain concessions unsuccessfully bargained for during negotiations.
- 13.2. Definitions
- A. The term "grievance" shall mean an allegation or dispute by a bargaining unit employee that there has been a breach, misinterpretation, non-compliance or improper application of this Agreement.
- B. "Immediate supervisor" for purposes of this Article means the person who is lowest in line of authority over the grievant and who is not an employee in the bargaining unit.
- C. "Days" means business days (Monday – Friday, not including legally observed holidays), except as otherwise noted.
- 13.3. Rules for Grievances
- A. All the written grievances must contain the following information to be considered:
1. aggrieved employee's name and signature;
 2. aggrieved employee's classification;
 3. date grievance was first discussed;
 4. date grievance was filed in writing;
 5. name of supervisor with whom grievance was discussed;
 6. date and time grievance occurred;
 7. where grievance occurred;
 8. description of incident giving rise to the grievance;
 9. articles and sections of the Agreement violated; and
 10. resolution requested.
- B. All grievances must be processed at the proper step in the progression in order to be considered at any subsequent step except a grievance on discipline issued by the Sheriff shall be filed at Step 2. A grievance may be brought by an employee or group of employees in the bargaining unit. All grieving employees must sign a group grievance and the grievance will be initiated with the

supervisor at the lowest level supervision common to all the grievants

- C. Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. A grievance not submitted to the next level by the Union is considered settled with prejudice. All time limits on grievances may be waived in writing by mutual consent of the parties. If the last day a grievant is required to perform an act falls on the grievant's scheduled day off or paid leave or on a holiday, the time limit for performing the act shall be extended to the end of the next working day for that person.
- D. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect or by permitting the time requirement at any step to lapse without further appeal.
- E. When an employee covered by this Agreement represents himself/herself in a grievance, the Sheriff (or designee) will advise the Union of its disposition. No settlement shall be in conflict with any provisions of this Agreement. An employee may choose one (1) other employee, who shall be an OLC Associate, to accompany the employee in Steps 1 through 3 of this procedure.
- F. The grievance form developed jointly by the Sheriff and the Union shall provide the information as outlined in Sub Section A. above. The Union shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

13.4. Steps.

When a grievance actually occurs or grievant should be reasonable aware.

- A. Step 1: Immediate Supervisor
Discussion with an immediate supervisor. If no resolution, written grievance must be filed within ten (10) business days of when grievance occurs or when the grievant should be reasonably aware.
- B. Step 2: Sheriff
Grievance filed with Sheriff within ten (10) business days after immediate supervisor's Step 1 answer. The Sheriff must meet with grievant and union steward and provide written answer within ten (10) business days after grievance is filed at the Sheriff's level
- C. Step 3: Arbitration
Demand for arbitration must be within fifteen (15) business days after Sheriff's Step 2 answer. Demand shall be sent to the Sheriff.

13.5. Rules for Arbitration

- A. The arbitrator shall be selected in the following manner: The parties shall jointly request of the Federal Mediation and Conciliation Service a panel list of nine (9) arbitrators from FMCS area #15, Ohio. The parties shall use the alternate strike method to select the arbitrator. They shall flip a coin to determine who strikes first. The party who wins the coin toss determines who strikes first. The names of the arbitrators shall be stricken one by one until one name remains. That person shall be the arbitrator. Either party may once reject the list and request from the provider another list of nine (9) names until a mutually agreeable arbitration service or method of selection of an arbitrator.

- B. The arbitrator's decision shall be strictly limited to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question.
- C. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to, subtract from or modify the language therein in arriving at the arbitrator's determination on any issue presently that is proper within the limitations expressed herein. The arbitrator shall be expressly confined to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to the arbitrator.
- D. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to no earlier time than ninety (90) calendar days prior to the date the grievance was presented to the Sheriff in Step 2 of the grievance procedure.
- E. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction.
- F. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.
- G. The decision of the arbitrator shall be final and binding upon the Union, the Employee and the Sheriff. Any cost involved in obtaining the list of arbitrators shall be equally divided between the Sheriff and the Union. All costs directly related to the services of the arbitrator shall be split by the parties
- H. Expenses, if any, of the witnesses shall be borne by the party calling the witness. The fees of the court reporter shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript. All necessary employees who attend arbitration hearing during working hours shall be paid hour-for-hour of their regular schedule shift
- I. The parties agree that the terms and conditions of the arbitrator's award are binding on the Sheriff, the employee, and the Union

ARTICLE 14
WORKDAY/WORKWEEK

- 14.1 A standard workweek shall be determined by the Sheriff. It shall normally consist of eighty (80) hours per pay period. A workweek shall normally consist of five (5) consecutive eight (8) hour workdays totaling a forty (40) hour workweek with two (2) consecutive days off. The Sheriff (or designee) will provide employees reasonable notice of any changes in their work schedule. Changes in an employee's work schedule shall only be for cause.
- 14.2 Employees in the bargaining unit shall be entitled to a thirty (30) minute paid lunch period during their workday. Deputies who are assigned to the jail eat their lunch in the department building. They may leave their workstation or work place if they can be properly relieved from their duty and with their

immediate supervisor's approval. All other time is work time.

- 14.3 An employee who is required to report to work on the employee's day off or after the employee's scheduled shift (after the employee has departed the work place shall receive a minimum of two (2) hours' pay at time and one-half (1½) of the employee's regular rate of pay. All other time worked after the two (2) hour minimum is at the employee's applicable rate of pay. This section does not apply to mandatory training sessions conducted off duty. Off duty training sessions are paid at the employee's regular rate for actual time in training, and will be counted as actual hours worked for purposes of calculating overtime in Article 15, section 15.2 below.
- 14.4 The Sheriff shall determine an inclement weather day. Employees shall make every effort to work. However, if conditions are so hazardous that it is not possible to report to work, the employee shall contact the employee's immediate supervisor or department head, who must approve the employee's absence or late arrival. Those who arrive late will not be docked if they make up their lost time by staying later that day. Employees whose absence is approved by their supervisor or department head can use vacation time or compensatory time for their absence.
- 14.5 Employees subpoenaed as witnesses in court as a result of their duty shall be paid for their actual time in court, but no less than two and one half (2.5) hours for appearing at court. It is the employee's responsibility to contact the court to verify if the employee's presence is still required.

ARTICLE 15 OVERTIME

- 15.1 Overtime is not guaranteed. The Sheriff (or designee) approves all overtime. The Sheriff (or designee) will notify the employee in writing when overtime is denied.
- 15.2 Employees who are required to and actually work in excess of forty (40) hours in a seven (7) day workweek will be compensated at a rate of one and one-half (1-1/2) times their hourly rate of pay for those hours. Only hours actually worked are counted to compute overtime, but comp time hours taken off by an employee will not be deducted from the calculation of hours worked to determine overtime. Nor will sick time be deducted if the overtime occurs after sick leave has been used in a workweek.
- 15.3 The Sheriff (or designee) shall maintain a monthly overtime list. The Sheriff (or designee) shall update the overtime list on a regular basis. If any disagreements exist over an employee's seniority, the official department records control as to an employee's employment with the Sheriff's office.
- 15.4 When the Sheriff (or designee) determines that overtime will be assigned to bargaining unit members, the Sheriff (or designee) shall assign the overtime to the division where the work is needed. Overtime assignments for bargaining unit members shall be on a rotating basis with the employee with the least number of hours on the overtime list being called first. If an employee on the overtime list refuses the overtime or cannot be contacted, the overtime hours offered to the employee shall be counted as having been worked for equalization purposes.

If the Sheriff (or designee) cannot meet the Office's staffing needs from the overtime list, the Sheriff (or designee) shall ask for volunteers on the current shift to stay over on their shift. If staffing needs still are not met, the employees on the incoming shift shall be asked to report to their shift early. The employees on the current shift shall remain on duty until their replacements arrive.

If, after using the overtime list and volunteers on the current and oncoming shifts, staffing needs remain unmet, the Sheriff (or designee) may order mandatory overtime of any employees not on

vacation or other leave who can meet the Office's staffing needs immediately.

The Sheriff (or designee) shall not mandate employees sixteen (16) hours prior or sixteen (16) hours after employees scheduled time off or leave (comp, vacation, personal day, holiday time).

In some cases, when the employee's unique skill is necessary to meet the Office's staffing needs, the Sheriff (or designee) may assign overtime to that employee without following the procedure outlined in this section.

- 15.5 Employees may request compensation "comp" time in lieu of overtime. Comp time is granted at one and one-half (1½) hours for each hour of overtime actually worked. Unused comp time shall be cashed in twice per year, May 1 and November 1 in a separate check (not to be included in payroll). Up to twenty-four (24) hours of comp time total may be carried over per employee annually. Eight (8) hours notice must be given before comp time is used for one (1) day or less. Sixteen (16) hours' notice must be given for comp time used for longer than one (1) day. The Sheriff (or designee) may deny a comp time request if, the Sheriff (or designee) determines that the time off would unduly interrupt operations.

ARTICLE 16 **STAND BY PAY**

- 16.1 Stand by status is defined as an order by the Sheriff (or designee) to remain at home ready and prepared to report to work on a moment's notice. It does not include having to respond to a beeper or having to notify the Sheriff (or designee) where the employee may be contacted when off duty.
- 16.2 Employees on stand-by status shall be paid their applicable rate of pay for each hour on stand by.

ARTICLE 17 **PROBATION**

- 17.1 Newly hired employees must complete a three hundred sixty-five (365) calendar days of active duty probationary period. Any absence from work beyond ten (10) work days shall extend the probationary period for an equivalent number of days.
- 17.2 Newly hired probationary employees shall be employed at the Sheriff's discretion until the completion of their probationary period. After the employee successfully completes their probationary period the employee's seniority is calculated from their original date of hire.
- 17.3 Newly hired probationary employees may be dismissed for any reason and at any time prior to the completion of the probationary period and such action shall not be grievable under terms of this Agreement or otherwise subject to challenge under any legal or other dispute resolution procedure.
- 17.4 Current employees who are promoted to a new classification or assigned to a new posted positions, in the bargaining unit shall serve one hundred-eighty (180) day probation. They shall be subject to the just cause provisions of this Agreement.
- 17.5 If a newly promoted or assigned employee does not perform up to the Sheriff's expectations, the employee shall be placed back into the employee's original shift schedule (including days off) in the employee's former job and classification. During the first sixty (60) days of the employee's promotional or assignment probation, the employee may voluntarily return to the employee's former job and classification.

- 17.6 Probationary employees will be entitled to personal days (prorated from the hire date to the end of the year), compensatory time and holiday time.

ARTICLE 18
SENIORITY

- 18.1 Seniority shall be determined by:
- A. an employee's uninterrupted length of continuous bargaining unit service with the Sheriff (Sheriff's Office Seniority); or
 - B. uninterrupted service in the employees classification (classification seniority).
 - C. an employee shall have no seniority during the probationary period
- 18.2 Within thirty (30) days after the signing of the Agreement, and every year thereafter, the Sheriff (or designee) shall provide the Union with one (1) copy of a current seniority Sheriff's Office list. The Union shall meet with the Sheriff (or designee) to review the seniority list whenever necessary to correct any errors. The seniority list shall be made up by classification and shall contain, in order of seniority, the name, division, department, position control number and date of hire of each employee.
- 18.3 Seniority shall be broken when an employee:
- A. quits or resigns;
 - B. is discharged for just and proper cause;
 - C. is laid off for a period of more than twenty-four (24) consecutive months;
 - D. fails to report for work when recalled from layoff within three (3) calendar days from the date on which the employee receives recall notice by registered mail (to the employee's last known address as shown on the Sheriff's records) unless excused by the Sheriff;
 - E. accepts a position outside the bargaining unit.
 - F. cannot return to work because of injury after exhausting all paid and unpaid leave available to the employee under this Agreement and State and Federal law.
- 18.4 Sheriff's Office seniority shall apply to vacation scheduling, time off, layoffs, and recalls. Shift assignments shall be determined by classification seniority.

ARTICLE 19
VACANCIES

- 19.1 A vacancy occurs when the Sheriff intends to fill an existing full-time bargaining unit job or when, the Sheriff intends to create a new full-time bargaining unit job. Before the Sheriff posts a vacant position, the Sheriff shall allow employees in the division with the vacancy to transfer into the vacancy, in accordance with division seniority. Beginning with execution of this Agreement, an individual assigned to a Village position shall serve in that role for two (2) years before being eligible to transfer into a new vacancy. However, the employee still is eligible to apply for posted positions under Section 19.2 below. The job opening in the Division that remains after the transfer in the Division occurs shall be posted as the vacancy.
- 19.2 The Sheriff will fill vacancies as follows:
- A. Posting-The Sheriff shall post a vacancy notice naming the available job, and describing the minimum required duties and responsibilities and the necessary job qualifications. The posting

shall be for at least ten (10) calendar days, including the first calendar day of posting. An employee must submit the employee's request to the Sheriff in writing within that ten (10) day period to be considered for the vacancy.

B. Selection-The Sheriff may select the candidate, the Sheriff deems most qualified based on the Sheriff's perceptions of a candidate's skill, qualifications, experience, potential and seniority. Each of these factors is not necessarily given equal weight. Sheriff's Office employees who meet the minimum requirements for the job are not automatically selected for the vacancy. The Sheriff has final authority to determine which person -- bargaining unit member or outside candidate -- shall be awarded the position.

19.3 If the union disagrees with the Sheriff's appointment of an employee to a vacancy, it may submit the matter to the grievance/arbitration process in Article 13.

19.4 An employee in any division who fills a vacancy in another division - shall be assigned the shift of the vacant position to be filled in the applicable Division.

ARTICLE 20 PROMOTIONS AND ASSIGNMENTS

20.1 A promotion is a proposed appointment from a deputy position to a sergeant position, or a sergeant position to lieutenant position. Employees in the detective division will be given first preference for promotions within the detective division. The Sheriff decides all promotions. Filling a vacancy is not a promotion. Assignments to other divisions are not promotions.

20.2 Factors considered upon promoting a deputy include:

- A. length of the deputy's continuous service with the Knox County Sheriff's Office;
- B. overall experience of the deputy in law enforcement such as prior work experience in a similar position in another sheriff's department or a law enforcement agency;
- C. knowledge, training, ability, skill, and efficiency;
- D. attendance record; and
- E. overall personnel record.

The deputy most qualified in the Sheriff's judgment will receive the promotion. This does not mean that the most senior deputy meeting the minimum qualifications shall be promoted. The Union shall have the right to grieve any alleged discrimination or nepotism. Discrimination or nepotism does not mean favoritism.

20.3 If, upon reviewing the candidates for promotion, the Sheriff determines that an outside candidate more appropriately meets the Office's needs for the promoted position, the Sheriff may appoint a person outside of the bargaining unit into the promoted position.

20.4 Promoted employees shall serve a one hundred eighty (180) day probationary period. The Sheriff must notify the deputy before the employee's one hundred eighty (180) day probationary period ends of the decision to continue the deputy in the promoted position. Those promoted deputies failing to complete their probationary period successfully shall be returned to their original shift schedule (including days off) in their former classification and division.

20.5 An assignment is a directive by the Sheriff (or designee) to perform work. The Sheriff determines all assignments. A Deputy may be assigned to do work in a different division, - on a reasonable or

temporary basis. For example, if the Sheriff (or designee) assigns a deputy to another division not normally worked, an assignment has occurred and not a vacancy or a promotion.

- 20.6 The Sheriff's Office divisions are Patrol Division, Jail Division, Detective Division, Administrative Services, and Civil Process / Records Division.

ARTICLE 21
PERFORMANCE EVALUATIONS

- 21.1 An employee's signature is required on any performance evaluation. This signature shall only state that the employee has read the evaluation. No subsequent comments shall be added to the evaluation once signed by the employee and the Sheriff (or designee).
- 21.2 Ratings should be supported by appropriate documentation, in so far as practicable (e.g., letters of commendation, disciplinary actions and other documentation). This documentation shall be retained in the employee's personnel file. Once the form has been completed by the supervisor, and before it is reviewed with the employee, the supervisor shall sign it, and submit it to the division commander for signing, and then send the completed form to the Sheriff. Supporting documentation, maintained during the course of the evaluation period and included in the employee's personnel file, shall also be submitted with the performance evaluation form for the Sheriff's review. The Sheriff may confer with the supervisor and/or the division commander, if necessary, to reevaluate and revise proposed ratings.
- 21.3 An employee may respond in writing to a performance evaluation prior to signing the evaluation.
- 21.4 When an employee has worked under the direction of more than one (1) supervisor during any evaluation period, the primary supervisor shall provide the substance of the performance evaluation.
- 21.5 The results of any performance evaluation shall not be subject to the grievance procedure provided for in this Agreement.

ARTICLE 22
SHIFT PREFERENCE

- 22.1 The Sheriff shall provide employees reasonable notice before changing or rescheduling their normal shifts permanently. Before an employee's normal shift or schedule is changed permanently, the Sheriff shall meet with the employee and the Union representative to discuss possible alternatives. Shifts shall be changed only for cause.

ARTICLE 23
SHIFT TRADES

- 23.1 The employees may trade shifts with the Sheriff's (or designee) prior approval. The Sheriff's (or designee) denial of a shift trade is not grievable.

ARTICLE 24
LAYOFFS AND RECALL

- 24.1 The procedures in this Article supersede those in the Ohio Revised Code §124.321, et seq. Layoffs and recall shall be conducted solely in accordance with this Article.
- 24.2 Layoff is a decision to reduce the present number of employees in their existing divisions office-wide. Job reassignments and other temporary actions by the Sheriff are not layoffs. A layoff becomes effective at the end of the working day named in the written layoff notice. An employee's seniority becomes frozen at the time the layoff becomes effective.

- 24.3 The Sheriff will use the following procedure when , deciding to layoff any employee:
- A. Employees may elect voluntary layoffs, in accordance with their seniority;
 - B. Temporary help, part-time employees (less than forty (40) hours per week) and newly hired probationary employees are laid off first;
 - C. All other employees are next eligible for layoff according to their Sheriff's Office juniority;
 - D. Laid off employees may bump in accordance with Section 24.6 below.
- 24.4 A laid-off employee is eligible to be recalled to any available job for which, the employee has greater Sheriff's Office seniority than those on the recall list. The Sheriff is to provide notice of recall to laid-off employees by registered mail at the last known address provided to the Sheriff. Recall rights are lost if the employee fails to accept the offered job within five (5) business days from the notification of the recall notice. The employee must provide the Sheriff with the employee's most current address no later than his last day of work before the lay off. If the employee is on vacation or absent from the County for any other reason, the employee must notify the Sheriff of where, the employee can receive the recall notice. The employee shall report to work within fourteen (14) days of the date of the recall notice, unless the Sheriff and employee agree on another mutual date of return.
- 24.5 A laid-off employee is not eligible for recall after twenty-four (24) consecutive months from the effective date of the layoff. Laid-off employees lose all seniority rights after that twenty-four (24) consecutive month period.
- 24.6 A laid-off employee may bump into another division. In order to bump into another division, the employee must have more Sheriff's Office seniority than the employee displaced. An employee is only allowed to bump once during a layoff. Each employee displaced has the right to bump a less senior person as outlined in this section.
- 24.7 A voluntary laid-off employee is not eligible to exercise their right to bump as outlined in Section 24.6, until six (6) months from the date of lay-off.

ARTICLE 25

OUTSIDE EMPLOYMENT

- 25.1 Employees working off duty and performing safety, security, protection or other similar services shall provide the Sheriff with written verification that they are covered by liability and arrest insurance in their off duty employment. No employee can perform outside employment in uniform or under color of the Sheriff's office without the Sheriffs expressed written approval.
- 25.2 All outside employment shall first be approved by the Sheriff in writing.

ARTICLE 26

PERSONNEL FILES

- 26.1 There shall be one (1) personnel file. It shall be kept by the Sheriff as a permanent file. All information on employees shall be placed in the file. Employees have the right to make a written comment about any information in the file and to have it placed in their file. No anonymous information shall be kept in an employee's file. The employee shall be notified if a person has requested to see information in the employee's personnel file. No information will be released to a requestor or that is not required by law or a court order to be released. The employee shall be given copies of all material provided to such person(s) from their personnel file.

- 26.2 Employees may have copies of items contained in their files made by using the Office copying machine.
- 26.3 An employee shall have the right to inspect the employee's personnel record provided twenty-four (24) hour notification is given to the Sheriff.
- 26.4 If, upon examining the personnel file, an employee has reason to believe there are inaccuracies in documents contained therein, the employee may write a memorandum to the Sheriff explaining the alleged inaccuracy, and the Sheriff (or designee) shall then place the memorandum in the file.
- 26.5 An employee's signature on a document shall mean the employee has seen the document and not that he agrees with its content unless it is so stated on the document.
- 26.6 The employee shall be the last person to sign an official document which requires the employee's signature. The employee shall receive a copy of any document in its final form after signing it.
- 26.7 In any case in which disciplinary action of record is rescinded, the employee's personnel file shall clearly reflect such action.
- 26.8 Medical records, I-9 forms and other lawfully confidential records of all employees will be kept in separate files.

ARTICLE 27
UNION BULLETIN BOARDS

- 27.1 The Sheriff will provide space for two (2) bulletin boards for exclusive use by the Union. They shall be located in conspicuous places where they are available to all employees.
- 27.2 Both bulletin boards will be encased in glass and locked. The Union representative(s) will be provided a key for their use.
- 27.3 The Union agrees that all postings shall be relevant and appropriate for the Sheriff's Office.

ARTICLE 28
SUBCONTRACTING

- 28.1 The Sheriff will meet and confer with the union prior to subcontracting out bargaining unit work. Subcontracting means hiring a third party for pay to perform all of the essential functions of a bargaining unit employee's job. Subcontracting shall not result in a bargaining unit employee being laid off. It does not include utilizing volunteers, auxiliary employees or part-time employees to perform components of a bargaining unit employee's job or to help reduce overtime.

ARTICLE 29
SICK LEAVE

- 29.1 Each full-time employee shall be entitled to fifteen (15) days sick time per year earned at four and six-tenths (4-6/10) hour increments per pay period.
- 29.2 Employees may use sick leave, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and for illness, injury or death in the employee's immediate family. For purposes of this Article, immediate family is defined as mother, father, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, spouse (spouse equivalent), child, parent, foster parent or guardians, grandparent, grandchildren, step-parents,

stepchildren or a relative residing in the employee's immediate household. The Sheriff may allow sick leave to care for relatives not living in the employee's immediate household. Absence due to sickness in the immediate family, requiring the continuing presence of the employee at home to make arrangements for hospitalization or other care, shall not exceed five (5) consecutive workdays. Additional absence for this purpose may be approved by the Sheriff.

- 29.3 Employees unable to report for any of the reasons listed above, must report their anticipated absence to the dispatcher no later than one (1) hour before the start of watch on the first day of absence and each succeeding day of absence, unless other arrangements are authorized by the supervisor. Upon reporting, employees shall give the phone number and address of the place of convalescence. While on paid sick leave employees are not authorized to work at other jobs.
- 29.4 When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to the employee's credit upon the employee's re-employment in the public service, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service. An employee who transfers from other Ohio public employment to the County shall be credited with the unused balance of the employee's accumulated sick leave. An employee is responsible for obtaining certification of the employee's previously accumulated sick leave and submitting it to the Knox County Board of County Commissioners.
- 29.5 Employees who submit false excuses for sick leave will be disciplined up to and including discharge. All employees who are absent for over three (3) or more consecutive days must submit a statement from a licensed physician concerning their illness (or illness of those being cared for). Employees who use six (6) sick days or forty-eight (48) hours separately during the calendar year, must submit a licensed physician's statement upon using the seventh (7th) sick day or the forty ninth (49th) hour. All employees who have used ten (10) sick days or eighty (80) hours of sick leave during the calendar year for their own personal illness shall be required to submit to a physical examination to determine their fitness to perform their duty. These requirements may be waived if the injury occurs on the job.
- 29.6 The Sheriff can order a physician's statement to verify illness whenever, the Sheriff (or designee) suspects sick leave abuse. Patterned use or abuse of sick leave includes regularly using sick leave before or after weekends, before or after holidays, before or after normal days off, on certain days of the week, in an excessive number of individual sick days off compared to the average number of sick leave days off for the Sheriff's Office as a whole, or in a manner inconsistent with the request for sick leave, e.g., personal reasons during the time the employee would have been scheduled to work.
- 29.7 Sick leave time off is for recuperation from illness or activity directly related to recuperation, e.g., purchase of medicine or doctor's visits, during the time an employee normally would have been working. This means sick leave abuse will be analyzed based on an employee's conduct during the time the employee normally would have been working.
- 29.8 The Sheriff recognizing the importance of maintaining scheduling and to curb abuse of sick time, will allow employees who maintain the following balances (listed below) to convert part of their sick leave to vacation time or cash out once per year. The number of hours converted to vacation time or cashed out will be deducted from your sick time. (Example: You have four hundred (400) hours of sick time, you choose to cash in 16 hours. That 16 hours will be deducted from your sick time, your new balance would be three hundred –eighty four (384).)

Conversions to vacation at the beginning of January each year.

Cash out will be paid at the beginning of June each year.

400 hours sick leave	-	16 hours (vacation or pay)
600 hours sick leave	-	24 hours
800 hours sick leave	-	40 hours
1000 hours sick leave	-	90 hours
1100 hours sick leave	-	110 hours
1500 hours or more sick leave-		140 hours

ARTICLE 30

CATASTROPHIC SICK LEAVE DONATION PROGRAM

- 30.1 This program has been established to allow employees to donate sick days to fellow employees who have exhausted all sick leave and need to extend their sick leave. This program is in addition to the current disability program in the office.
- 30.2 When the employee requests sick leave donations, the employee shall notify the Sheriff in writing. The Sheriff will then post a notice for ten (10) working days informing employees about the request for sick leave donations. All donations are voluntary.
- 30.3 Employees will be eligible to receive sick leave donations if they have been placed on approved medical leave and have exhausted all sick leave, vacation time and compensatory time. The Sheriff may allow donations of sick leave hours to an eligible, specific recipient by signing and submitting to the Sheriff a sick leave donation form.
- 30.4 An employee may donate sick leave to a specific recipient by signing and submitting to the Sheriff a Sick Leave Donation Form.
- 30.5 The unused donated time shall be returned to the donor on a pro-rated basis.

ARTICLE 31

LEAVE OF ABSENCE

- 31.1 Each employee in the bargaining unit who has completed at least two (2) years of continuous service with the Sheriff may request an unpaid leave of absence of up to six (6) months. The granting of such leave is within the total discretion of the Sheriff and such leave may not be taken unless approved in advance by the Sheriff. An employee is not eligible for leave for purposes of securing employment with another Sheriff or to otherwise become qualified to seek other employment. Employees may be disciplined for misusing leave. The Sheriff's decision to grant a leave for any reason does not establish a practice and employees have no right to rely on the Sheriff's decision as a guarantee that a leave for the same reason will be automatically granted.

Any employee who has been placed on an authorized leave of absence without pay does not earn sick or vacation leave credit while on such approved leave. Further, such employees shall be required to pay the entire cost of their medical coverage during a leave should they desire to continue coverage, unless the unpaid leave qualifies under Family Medical Leave Act.

Upon returning from a leave of absence, the Sheriff (or designee) shall place the employee in the same or a similar classification. An employee may, upon approval, return to active pay status prior to the originally scheduled expiration date of such leave if such early return is agreeable to the Sheriff.

- 31.2. Family and Medical Leave will only take effect when an employee has exhausted all of their accumulated Sick time, not to include any time a member receives from catastrophic sick leave donations. When a member has a qualifying condition in accordance with the Family and Medical Leave Act the member shall notify the Sheriff or his designee of the condition.

ARTICLE 32
INJURY DISABILITY

- 32.1 Any bargaining unit member who is disabled while on duty and acting within the scope of the employee's duty shall be entitled to up to sixty (60) days of paid disability leave. Disabled means an injury that prevents the employee from performing the employee's normal job duties or light duty work. The sixty (60) days shall be calendar days.
- 32.2 Any employee making a claim for injury disability shall, at the request of the Sheriff, undergo a physical examination by a licensed physician. The Sheriff shall pay for the physical examination. If the physician determines that the employee is able to resume the employee's normal job duties, the employee must report to duty the next working day. Failure to report to duty is cause for discipline, up to and including discharge. If the physician determines that the employee has an injury described in Section 32.1, the employee will be placed on paid leave.
- 32.3 Physical injury for purposes of this Article means current injuries only. Employees claiming recurring injuries from prior incidents are not covered. "Injury" does not mean:
- A. psychiatric conditions, except where the conditions have arisen from injury;
 - B. injury or disability caused primarily by the natural deterioration of tissue, an organ, or part of the body;
 - C. injury or disability incurred in voluntary participation in an Sheriff-sponsored recreation or fitness activity;
 - D. stress;
 - E. any disease, except a disease resulting directly from assigned duty; and
 - F. any injury caused by the Deputy having been under the influence of drugs or alcohol;
 - G. Any injury caused by the Deputy's gross negligence.

ARTICLE 33
MILITARY LEAVE

- 33.1 Employees who are members of the Ohio National Guard or the United States Reserve forces of the military shall be granted a military leave of absence with pay when ordered to temporary active duty, or when ordered to military training exercises conducted in the field for a period not to exceed thirty one (31) calendar days each calendar year.
- 33.2 When the Chief Executive Officer of the United States declares that a state of emergency exists, the employee shall be paid for a period or periods of time, whether or not consecutive, not to exceed thirty one (31) calendar days during each calendar year.
- 33.3 An employee shall be paid the employee's regular salary for the period of time served in sections 33.1 and 33.2 according to the State and Federal Law.
- 33.4 The Sheriff may grant additional paid military leave.

ARTICLE 34
FUNERAL LEAVE

- 34.1 Upon prior approval of the Sheriff, each employee is entitled to up to three (3) days leave of absence, with pay, to attend a funeral of a death of a member of the employee's immediate family (defined in Article 29, Sick Leave). Funeral leave shall commence the first full day following the death of the family member.
- 34.2 The Sheriff may authorize additional paid time off from sick leave for funeral purposes for other family members or for out of town funerals.

ARTICLE 35
JURY DUTY

- 35.1 Any employee who is summoned for jury duty shall be granted leave with full pay. An employee shall provide the Sheriff with a copy of the jury duty summons when requesting such leave. Leave shall commence on the date of appearance noted on such summons. The Sheriff shall be notified immediately upon completion of the jury duty obligation.
- 35.2 Any compensation or reimbursement for jury duty shall be remitted to the Sheriff. If the employee is released early from the jury duty obligation and at least three (3) hours remain on the employee's shift, the employee shall report to work.

ARTICLE 36
PERSONAL DAYS

- 36.1 Each full-time employee shall be entitled to four (4) paid personal days each year. The employee shall provide the Sheriff forty-eight (48) hours' notice of the employee's intent to use personal leave. The Sheriff has sole discretion to grant leave with less notice and has final approval over personal leave.
- 36.2 Personal days are not accumulative and no overtime shall be paid to grant a personal day.

ARTICLE 37
VACATIONS

- 37.1 Vacation leave for full-time employees in the bargaining unit is as follows:

<u>Years of Public Service</u> <u>In An Ohio Public Agency</u>	<u>Weeks Vacation</u>	<u>Hours Per Pay</u>
After one (1) year	Two (2) weeks	3.07692
After seven (7) years	Three (3) weeks	4.61538
After thirteen (13) years	Four (4) weeks	6.15384
After twenty (20) years	Five (5) weeks	7.69230
After twenty (20) years	additional one (1) day for every three (3) years of service	

- 37.2 No employee is entitled to vacation leave or payment for accumulated vacation under any circumstances until the employee has completed one (1) year of employment with the Sheriff.
- 37.3 Vacations are scheduled according to workload requirements of the individual work units of the Sheriff's Office. For this reason, vacation requests shall be made between December 1ST of any year through January 31 of the next. When employees in the same work unit request the same vacation leave period prior to the January 31st, the determining factor shall be Sheriff's Office seniority,

provided the vacation request is made at least two (2) weeks in advance of the requested date for vacation to begin.

Vacation requests received after the January 31st will be granted based upon workload requirements and determined by the first submitted request. If two or more employees in the same work unit submit their request on the same day, Sheriff's Office seniority will be determinative.

The parties recognize that the Sheriff has the authority to determine the number of employees within each work unit that may be on vacation leave at any given time. Vacation leaves will be granted at times most desired by employees, provided the workload is not adversely affected.

37.4 Employees scheduling vacations after January 31st or wishing to change their scheduled vacation shall use the following procedures:

1. For one-half (1/2) or one (1) day vacation, an employee shall make a request to the employee's supervisor at least one (1) day in advance (twenty-four (24) hours before the requested time off begins);
2. For two (2) days to four (4) days vacation, an employee shall make a request to the employee's supervisor at least one (1) week in advance;
3. For more than four (4) consecutive vacation days, an employee shall make a request to the employee's supervisor at least one (1) week in advance; and,
4. If an emergency arises and such advance notice cannot be given, the employee shall contact the employee's supervisor with the request as soon as possible. No vacation shall be taken until it has been approved by the supervisor.

An employee who has been notified that the employee must take vacation or lose vacation credits will be given first consideration. The Sheriff and/or supervisor shall have the right to deny vacation requests.

37.5 Generally, an employee shall take vacation leave between the year in which it was accrued and the next anniversary date of employment. The Sheriff may, in special circumstances, permit an employee to carry over two (2) weeks of vacation to the next year, which must be used in that successive year. This two (2) week carryover of vacation time must be approved in advance and must be in response to special circumstance.

37.6 Employees may choose to be paid for any vacation to their credit which is in excess of two (2) week accrual. This vacation cash out will be paid in the paycheck following the employee's anniversary date.

37.7 Vacation time shall not be used in less than one-half (1/2) day (4 hour) increments.

37.8 Unused earned vacation shall be paid off at the employee's current rate upon the employee's separation, or upon the employee's death to the employee's spouse or beneficiary.

ARTICLE 38

HOLIDAYS

38.1 All bargaining unit employees shall be paid their regular pay for the following holidays:

New Year's Day	First Day in January
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	Fourth Day of July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	Eleventh Day of November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	Twenty-Fifth Day of December

38.2 If a recognized holiday occurs during an employee's vacation, that day is not charged as vacation use.

38.3 If an employee works on a holiday, the employee will be paid the employee's eight (8) hours of applicable rate of pay, plus one and one-half (1.5) of the employee's regular rate of pay for the hours actually worked that day. If an employee works overtime on a holiday, the employee's shall be paid eight (8) hours' regular pay, plus two times the employee's regular rate for all hours actually worked. Any rate of pay past the employee's regular workday may also be taken as comp time.

38.4 To receive holiday pay, an employee must work the employee's scheduled day before and after the holiday, unless otherwise approved by the Sheriff. Approved time is vacation, comp, personal and funeral days. Sick time is not approved time.

38.5 If the Knox County Commissioners add holidays for all county employees in addition to those outlined in Section 38.1 above, the Sheriff agrees to negotiate with the union over adding the holiday to this Agreement. Any impasse over the issue shall be resolved through binding arbitration.

ARTICLE 39

HEALTH AND SAFETY

39.1 Occupational health and safety is the common concern of the Sheriff, the union, and the employees. The union will cooperate with the Sheriff in insisting that employee observe safety rules and regulations.

39.2 All employees are responsible for notifying the Sheriff of any equipment or conditions that the employee believes to be unsafe. An employee shall not be disciplined for not operating equipment that the Sheriff or the supervisor has deemed unsafe.

39.3 The Sheriff shall provide first aid training and necessary equipment.

ARTICLE 40

PHYSICAL FITNESS

40.1 Upon an employee's request, the Sheriff will pay for an individual membership to Body Basics. The employee must use the facility on the average of ten (10) times per month or at least one hundred and twenty (120) times per year or the membership will not be renewed for the following year. Probationary employees are not eligible for this benefit.

ARTICLE 41
RANDOM DRUG TESTING

- 41.1 The Sheriff and the FOP have a mutual obligation to protect the work force and the public from Deputies who abuse alcohol or use drugs or controlled substances. The Sheriff and the FOP therefore have agreed to common elements that will shape and guide the parties' commitment to provide a drug-free workplace. A joint labor/management committee shall confirm the details of the testing facilities to be used and the chain of custody methods to be followed.
- 41.2 The Drug-Free Workplace Policy shall be developed, implemented and administered by the Sheriff which shall include "split sample" testing.
- 41.3 The Sheriff may order any deputy to undergo random drug screening test (and urine samples), prescribed by Mid Ohio Corporate Care at Knox Community Hospital and the Sheriff (or designee), at any time. Before random drug testing is administered, Deputies shall have the right to consult with an FOP representative. The FOP is entitled to a copy of the written documentation, and an FOP representative may accompany the Deputy to the drug test site provided that the same does not delay the testing process.
- 41.4 No Deputy will be tested against the employee's will. A Deputy who refuses to submit to a properly ordered drug test may be subject to disciplinary charges of insubordination, which may result in that Deputy's termination.
- 41.5 If the tests are positive, indicating that the Deputy has used illicit drugs or controlled substances or has abused alcohol, the Sheriff shall order a confirmatory test on the remaining sample. A positive result from an alcohol test means a blood level that would indicate impairment under current Ohio driving laws. The Sheriff may also suspend the Deputy without a loss of pay before the time the confirmatory test results are complete. Confirmatory test results shall be made by a certified medical professional or an institution qualified to administer such a test.
- 41.6 A Deputy has the right to submit information to explain the reason(s) for a positive test. An Deputy also has the right to request and pay for a confirmatory test of the original sample at the Deputy's own expense within five (5) working days after notice of the positive test result.
- 41.7 Reasonable chain of custody procedures will be used.
- 41.8 If the screen test and confirmatory test are positive, the Sheriff may discipline the Deputy to and including discharge. A Deputy who notifies the Sheriff's Office before the Deputy is identified as having used drugs or other controlled substances, or having been an alcohol abuser, shall be required to participate in a rehabilitation or detoxification program for up to six (6) months. A Deputy who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, personal days, compensatory time or FMLA leave while the employee participates in a rehabilitation or detoxification program. If no such leave credits are available, such Deputy will be placed on a leave of absence without pay for the period of rehabilitation or detoxification program, but not in excess of any unpaid leave available under the Family Medical Leave Act. Upon completion of such program, if a retest demonstrates that the Deputy is no longer using drugs or alcohol, the Deputy shall return to an available position for which, the Deputy is qualified. Such Deputy may be subject to periodic retesting for drugs and alcohol upon the employee's return to the employee's position for a period of one (1) year.
- 41.9 If an Deputy either: (1) refuses to take a screening or confirmatory test or to undergo rehabilitation or

detoxification; (2) fails to complete a program of rehabilitation or detoxification; or (3) tests positive at any time within one (1) year after the employee's return to work upon completion of a program of rehabilitation or detoxification, such Deputy shall be subject to disciplinary action up to and including discharge.

- 41.10 All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with state and federal law.
- 41.11 The Sheriff shall pay for all drug and alcohol screening and confirmatory tests.
- 41.12 The Sheriff shall educate Deputies and supervisors regarding all elements of the Drug-Free Workplace Policy, and the various procedures involved.
- 41.13 Any Deputy who is using any medication that may impair the employee's senses must notify the employee's immediate supervisor before the employee's shift begins.

ARTICLE 42

ACCEPTANCE OF GIFTS AND FAVORS

- 42.1 No employee shall ever accept, directly or indirectly, any gift, favor, or other special treatment, for the purpose of or as a result of performing the employee's duty. Failure to abide by this provision may result in discipline, up to and including discharge.

ARTICLE 43

RESIDENCY

- 43.1 All employees must reside within Knox County or a county adjacent to Knox County. Employees who are assigned County vehicles to take home shall reside within Knox County or within five (5) miles of the Knox County line.

ARTICLE 44

EMERGENCY RELIEF

- 44.1 In cases of emergency declared by the President of the United State, Governor of the State of Ohio, the Knox County Commissioners, the Federal or State Legislature, or the Sheriff of Knox County, such as acts of God or civil disorder, the following conditions of the Agreement may be automatically suspended.
 - A. Time limits for the Sheriff or the union on replies on grievances
 - B. Selected work rules and/or agreements and practices relating to the assignment of employees

Upon termination of the emergency, should valid grievances exist, they shall be processed in accordance with provisions outlined in the Agreement, and proceed from the point they had been suspended due to the emergency.

ARTICLE 45

MEETING LOCATION

- 45.1 Meetings that are conducted by the union and its committees may be permitted in the Sheriff's Office, as long as such meetings do not interrupt work.

ARTICLE 46

EXPENSE REIMBURSEMENT

- 46.1 When an employee is on department business or training and overnight lodging is required, the employee will be reimbursed for food and lodging, with prior approval from the Sheriff.

ARTICLE 47

LABOR-MANAGEMENT MEETINGS

- 47.1 In the interest of sound Labor-Management relations, the Sheriff, and up to three (3) bargaining unit members, and up to one (1) non-employee representative, may meet once quarterly, or on a mutually agreeable day and time, to discuss those matters addressed in Section 47.3 of this Article. Attendance is voluntary and is not paid for unless the meeting occurs on an employee's regular shift. An FOP/OLC representative may attend.
- 47.2 The parties shall submit an agenda briefly outlining issues to be addressed.
- 47.3 The purpose of such meetings shall be to:
1. discuss administration of this Agreement;
 2. notify the Union of any changes made by the Sheriff that affect bargaining unit members;
 3. disseminate general information of interest to the parties;
 4. health and safety matters;
 5. training matters;
 6. discuss ways to increase productivity and improve efficiency; and
 7. discuss other matters mutually agreed to by the parties.
- 47.4 If special Labor-Management meetings have been requested, and mutually agreed upon, they shall be convened within a reasonable period of time thereafter.
- 47.5 Labor-Management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE 48

INSURANCE BENEFITS

- 48.1 The County shall provide paid medical and hospitalization coverage for bargaining unit members in accordance with the carrier's policy and procedures. The County shall choose the insurance carrier. Insurance benefits under a new insurance carrier will be equivalent to those presently provided by the County. Benefits are equivalent even though deductibles, co-pays, coinsurance or the cost of prescription drugs for the employee may be increased.
- 48.2 Employee contributions for medical and hospitalization coverage during the life of this Agreement are as follows:
- | | Single Plan | Family Plan |
|-----------|----------------------------|-----------------------------|
| 2012-2014 | \$79.50 or \$39.75 per pay | \$162.50 or \$81.25 per pay |

The Employer and bargaining unit employees, including their spouses covered under the County health plan, agree to participate in the County Wellness program (ihealth) as identified in January, 2012. Such exams and tests will be 100% paid for by the County health plan with no co-pay or out-of-pocket costs to employees if the services are rendered at a participating provider. If an employee, including their spouse covered under the County's health plan, choose not to participate in the County's Wellness program as identified above, the employee will have their contribution (as listed above), increased by twelve percent (12%) in accordance with the County's health plan. Employees are encouraged to schedule such tests and exams on their non-work time, and if so scheduled on their non-work time, employees will have two (2) hours of compensatory time added to their bank for each

required visit. Employees unable to schedule such required visits on non-work time will be able to use sick leave for scheduled hours missed.

If the County changes insurance carriers, or if the current levels of benefits outlined in Section 48.1 above increase, the County shall first meet and confer with the Union over the proposed changes.

- 48.3 The County shall continue to provide the current vision, dental and life insurance plans for bargaining unit members in accordance with the terms and conditions outlined in Section 48.1 above. The County shall pay the full amount of the first ten percent (10%) increase in vision and dental insurance premiums. Any increase over ten percent (10%) shall be split equally by the parties.
- 48.4 The Employer shall have the right to self-insure, or to provide coverage through a combination of self-insurance and commercially purchased insurance, or to use commercially purchased insurance exclusively. To the extent commercial insurance is purchased, the Employer shall have the right to select the insurance carrier and, at its discretion, to change carriers. It is understood that certain benefits may become unavailable or cost prohibitive, and thus the Employer may need to substitute another benefit in its place.
- 48.5 Members not taking County Health Insurance, Major Medical and Hospitalization. Members electing not to take such County insurance coverage for the entire calendar year shall receive the following payment in December for that year;
- A. Members eligible for family coverage but taking no coverage \$900.00;
 - B. Members eligible for family coverage but taking single coverage \$450.00;
 - C. Members eligible for single coverage but taking no coverage \$450.00.

The County may require members to provide proof that they have insurance coverage other than the County's Insurance prior to opting out of County's provided coverage.

ARTICLE 49 **LONGEVITY**

- 49.1 Employees shall receive annual longevity payments commencing upon the completion of five (5) years of full-time continuous employment with the Sheriff. Such amount shall be increased every year from five (5) years through twenty (20) years of employment pursuant to the following schedule:

Longevity shall be added to the member's base rate for the purposes of overtime compensation as required by law.

Length of Service	Annual amount
Five (5) years	\$353.60
Six (6) years	\$395.20
Seven (7) years	\$457.60
Eight (8) years	\$499.20
Nine (9) years	\$540.80
Ten (10) years	\$603.20
Eleven (11) years	\$644.80
Twelve (12) years	\$707.20
Thirteen (13) years	\$748.80
Fourteen (14) years	\$852.80
Fifteen (15) years	\$894.40
Sixteen (16) years	\$956.80
Seventeen (17) years	\$998.40
Eighteen (18) years	\$1040.00
Nineteen (19) years	\$1100.00
Twenty (20) years	\$1200.00

49.2 Such above-listed longevity payments shall be paid in a separate check (not to be included in payroll) within ten (10) days following the employee's anniversary date. In order to be eligible for any such payments, the employee must have completed the necessary minimum length of service of the appropriate amount. Longevity payments shall be prorated on termination, resignation or retirement.

ARTICLE 50
SHIFT DIFFERENTIAL

- 50.1 Shift differential shall be paid at the rate forty-five cents (\$.45) for the hours worked between 4:00 p.m. and 8:00 am.
- 50.2 Shift differential will not be used to calculate the hourly rate of pay for paid time off.
- 50.3 The parties agree to reopen negotiations concerning shift differential for the second and third year (2013 and 2014) of the Agreement, in accordance with R.C. 4117.

ARTICLE 51
WAGES

DEPUTIES

Steps	Start	1	2	3	4	5
SHIFT B	\$17.72	\$18.65	\$19.13	\$19.65	\$20.13	\$20.76
SHIFT C	\$18.17	\$19.10	\$19.58	\$20.10	\$20.58	\$21.21
SHIFT A	\$18.17	\$19.10	\$19.58	\$20.10	\$20.58	\$21.21

SERGEANTS

Steps	Start	1	2	3
SHIFT B	\$21.62	\$22.32	\$22.86	\$23.35
SHIFT C	\$22.07	\$22.77	\$23.31	\$23.80
SHIFT A	\$22.07	\$22.77	\$23.31	\$23.80

LIEUTENANTS

Steps	Start	1	2	3
B	\$24.25	\$24.76	\$25.31	\$26.10

The parties agree to a zero percent (0%) to the above wages for the 1st year of this agreement (2012). The parties shall reopen negotiations concerning the wage rates of this agreement for the second and third year (2013 & 2014) of the Agreement, in accordance with R.C. 4117.

51.2. Field Training Officer. Any Certified Field Training Officer shall receive an additional one dollar (\$1.00) per hour while performing duties as FTO (Field Training Officer) as approved by the Sheriff (or designee).

51.3. Officer-In-Charge (O.I.C.) A Deputy required to work and substantially perform the job duties of a Sergeant or O.I.C. for more than one (1) hour in a workday shall receive an additional twenty cents (\$0.20) for all hours so worked.

ARTICLE 52 **PERSONAL PROPERTY**

52.1 At the Sheriff's discretion, the Sheriff may reimburse an employee for a loss of personal property damaged or destroyed during the course of an employee's duty. Personal property does not include jewelry, a personal flashlight or a camera that the Sheriff has not authorized to be used in the course of duty. Any amounts granted by the Sheriff shall be offset by any restitution ordered by the court.

ARTICLE 53 **SPECIAL DUTY**

53.1 All sworn Deputies working special duty assignments shall receive pay at a rate of thirty (\$30.00)-per hour with a two (2) hour minimum.

53.2 Public schools, including Seventh Day Adventist and St. Vincent DePaul are paid at twenty six dollars (\$26.00) per hour. Unless time limits do not permit, all details shall be posted in the sign up book. Details lasting more than three (3) days shall consist of two (2) sign up times in order to give all employees an opportunity to participate. During the first sign up, employees will not be permitted to sign up for more than half (1/2) of the available shifts. During the second sign up, all available times may be signed up for.

ARTICLE 54 **UNIFORMS**

54.1 The Sheriff shall provide each bargaining unit member three (3) uniforms, including footwear, required by the Sheriff. The Sheriff will determine when uniform items need replacement. All uniform items, including footwear, shall be worn on duty only. The Sheriff will continue his practice of providing service weapons to commissioned officers.

54.2 Plain-clothes detectives shall be authorized to charge up to eight-hundred (\$800.00) per year for purchases of clothing for their uniforms. Any portion of the allowance not used will be forfeited and will not be carried over into the following year. Within thirty (30) days after this Agreement is signed, office charge accounts in local stores will be established for plain-clothes detectives' purchases.

54.3 Employees are responsible for replacing, at their own expense, any item provided by the Sheriff

resulting from negligence or misuse of the item(s).

- 54.4 The Union will be provided a list of all uniform items provided by the Sheriff.
- 54.5 The Sheriff shall clean and maintain uniforms. The Sheriff (or designee) shall determine when uniforms need to be repaired or replaced.
- 54.6 Identification cards with photographs will be provided to all employees. These cards will be returned to the Sheriff (or designee) at the time the employee leaves County service, permanently or for any substantial period of time.
- 54.7 Employees must return all uniforms, badges, patches, insignias, etc. when they terminate their employment. For purposes of this section, uniforms are considered any item of property issued to an employee for official use by the Sheriff. Deductions from the employee's pay of the value of items not returned shall be made in the employee's final check.
- 54.8 The Sheriff will provide body armor for all employees in the patrol division, the detective division, and the community relations division. The parties agree the Sheriff may require employees to wear such armor.
- 54.9 Upon retirement from the Sheriff's Office, each member will receive a replica badge that identifies the Deputy as retired.

ARTICLE 55

PAYROLL

- 55.1 There is normally an average of twenty-six (26) pay periods per fiscal year. If twenty-seven (27) or more pay periods occur in a fiscal year, the checks shall be prorated accordingly. All employees are normally paid every other Friday and are normally paid for a two (2) week period.
- 55.2 If a holiday falls on a Friday, paychecks shall be distributed by the close of the working day on the preceding Thursday.

ARTICLE 56

SICK LEAVE ACCUMULATION CASH OUT

- 56.1 Except for those who are terminated for cause, employees with ten (10) or more years of continuous service with the Sheriff's Office may cash in up to two hundred forty (240) hours of their accrued but unused sick leave upon separation. Employees with fifteen (15) years of continuous service may cash in up to three hundred (300) hours of their unused sick leave upon separation. Payment shall be made at the employee's existing regular rate without shift premiums.

ARTICLE 57

DURATION OF AGREEMENT

- 57.1 The provisions of this Agreement establish certain rights and benefits for the FOP/OLC and the employees that shall only exist during the effective dates of this Agreement and any extensions thereof.
- 57.2 This Agreement shall become effective January 1, 2012 and shall remain in full force and effect until December 31, 2014.

57.3 The parties will reopen negotiations concerning wages rates and Article 50, Shift Differential of this agreement no later than November 2012, to be effective January 1, 2013 and January 1, 2014.

ARTICLE 58
GLOSSARY OF TERMS

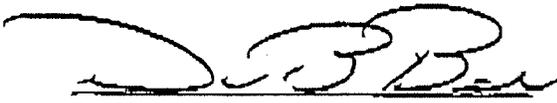
Classification:	Includes the rank of Deputy, Sergeant and Lieutenant. All are Deputy Sheriff's but Sgt. And Lt. Are Deputy Sheriff's who have been promoted to a higher classification.
Counseling:	Has the meaning of instruction
Division:	For this agreement, Division includes five (5) of the six (6) Divisions of the Sheriff's Office (Patrol, Jail, Detective, Administrative Services, Civil Process/ Records) as defined in CALEA.
Instruction:	"something taught", by a divisional supervisor I.e. Lieutenant or Sergeant
Juniority:	The state or fact of being junior in seniority. Having less years of service than someone with more seniority.
Shift:	The regular hours an employee is scheduled to work. Normally 12:00am-8:00am (A shift), 8:00am-4:00pm(B shift), 4:00pm-12:00am(C shift).
Training:	a reduced version of the F.T.O. program focusing on certain aspects of unsatisfactory job performance normally consisting up to thirty (30) days or less depending if divisional supervision or the division F.T.O. feels the problem has been corrected.
Work Unit:	Each specific shift in each division.
Officer in Charge:	(O.I.C.) Normally the highest ranking officer on the shift. Also refers to the officer with the rank of Deputy that has been assigned to be in charge. Normally the currently working Deputy with the most seniority at the Sheriff's Office.

ARTICLE 59
SIGNATURES

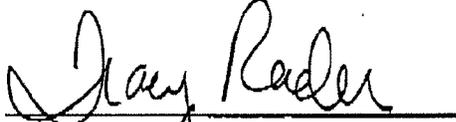
IN WITNESS WHEREOF, the undersigned parties pursuant to proper authority have caused this Agreement to be signed this 31 day of MAY 2012.

KNOX COUNTY SHERIFF'S
OFFICE

FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.



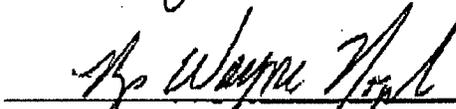
David B. Barber, Sheriff



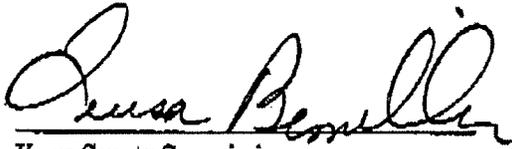
Tracy Rader, Staff Representative



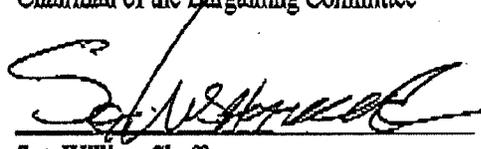
Captain



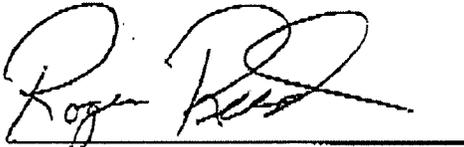
Deputy Wayne Noggle,
Chairman of the Bargaining Committee



Knox County Commissioner



Sgt. William Shaffer,
Bargaining Committee Associate



Knox County Commissioner



Deputy Kevin Durbin,
Bargaining Committee Associate



Knox County Commissioner

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.,
EMPLOYEE ORGANIZATION,

}
} Case No(s): 11-MED-09-1246
} 11-MED-09-1247
}

and,

KNOX 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. David Barber
SheriffBarber@rroho.com