

**AGREEMENT
BETWEEN THE
SUMMIT COUNTY SHERIFF**

**AND THE
SUMMIT COUNTY SHERIFF'S
SUPERVISORS' ASSOCIATION**

**Effective
January 1, 2020
Through
December 31, 2022**

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ARTICLE 1
AGREEMENT AND PURPOSE

Section 1.1. This agreement, entered into by the Summit County Sheriff, hereinafter referred to as the Employer, and the Summit County Sheriffs Supervisor's Association, hereinafter referred to as the Association, has as its purpose the following:

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

Section 1.2. 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 matter or subject not removed by law or regulation from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in this agreement. The provisions of this agreement constitute the entire agreement between the parties, and all prior agreements, oral or written, are hereby cancelled. Except as specifically identified or described in this agreement, all past practices or methods concerning employee wages, hours, or other conditions of employment are hereby void and of no effect.

ARTICLE 2
CONFLICT WITH LAW AND SEPARABILITY

Section 2.1. The parties intend this agreement to supersede and replace any state and local laws on the subjects covered by this agreement. Where this agreement makes no specification about a matter, the provisions of applicable law shall prevail. If, by operation of law, or by a court of competent jurisdiction, it is found that any provision shall be of no further force and effect, the remainder of the agreement shall remain in full force and effect for the agreement term.

Section 2.2. The parties agree that should any provision of this agreement be found invalid, they will negotiate replacement language on the same subject matter within thirty (30) days. If the parties are unable to agree to a resolution, they shall select an arbitrator in accordance with Section 9.6 of this agreement. Each party will then present their proposed replacement language to the arbitrator, who will select the language which he believes is the best replacement for the invalid provision. The arbitrator's decision shall be final and binding.

ARTICLE 3
SUSPENSION OF AGREEMENT IN EMERGENCY

Section 3.1. In the event of any riot, civil disturbance, catastrophe, natural disaster, or other disastrous occurrence as determined by the Sheriff, all administrative provisions of this agreement may be suspended. Any disastrous or emergency event shall, however, be deemed to have ended no later than forty-five (45) days after the date of suspension of the agreement, and reimplementation of the agreement will immediately begin.

Once such disastrous or emergency event has ceased, there shall be a grace period, not to exceed thirty (30) days, in which all suspended terms of this agreement shall be re-implemented.

ARTICLE 4

NON-DISCRIMINATION

Section 4.1. The Employer and the Union agree not to discriminate against any bargaining unit employee with respect to compensation or terms and conditions of employment, or because such individual's race, color, creed, religion, sex, age, national origin, marital status, non-disabling handicap, political affiliation, sexual orientation, or membership or non-membership in the Union. Nothing in this agreement shall provide any additional rights, privileges, recourse or remedy other than those already provided by state, federal and county laws.

Section 4.2. The Employer's use of an Ohio Civil Rights Commission approved bona fide occupational qualification in accordance with job characteristics shall not be construed as discrimination, and therefore not subject to the grievance procedure.

Section 4.3. All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 5

RECOGNITION

Section 5.1. The Employer recognizes the Association as the sole and exclusive representative for all full-time Deputy Sheriffs in the classification ranks of Sergeant, Lieutenant, Captain, and Major. The Association is recognized as the representative of the bargaining unit pursuant to the Ohio Public Employee Collective Bargaining Act.

Section 5.2. All management level employees, professional employees, confidential employees, seasonal and casual employees, all other employees excluded by the Ohio Collective Bargaining Act, and all employees in other collective bargaining units are specifically excluded from the bargaining unit described in Section 5.1.

ARTICLE 6

ASSOCIATION SECURITY

Section 6.1. The Employer agrees to deduct Association membership dues, fees, and assessments in accordance with this article for all employees eligible for the bargaining unit.

Section 6.2. The Employer agrees to deduct Association membership dues at least on a monthly basis from the pay of any eligible employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee or his designee. Upon receipt of the proper authorization, the Employer will deduct Association dues from the payroll check for the

next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. The deducted dues will be paid to the Treasurer of the Association, with the Employer providing a list of those employees for whom deductions have been made.

Section 6.3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Association dues. The Association hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deduction made by the Employer pursuant to this article. Once the funds are remitted to the Association, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association.

Section 6.4. The Employer shall be relieved from making individual check-off deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization; or (6) resignation by the employee from the Association.

Section 6.5. The Employer shall not be obligated to make dues deduction from any employee who, during any pay period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Association dues.

Section 6.6. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this agreement, or until such employee submits a written revocation of the dues deduction authorization to the Employer or his designee.

ARTICLE 7 **ASSOCIATION REPRESENTATION**

Section 7.1. Non-employee representatives of the Association shall be admitted to the Employer's facilities for the purpose of processing grievances, attending meetings, or for monitoring the administration of this agreement, upon approval of the Employer or his designee. The Employer or his designee shall facilitate any necessary contact between the representative and an on-duty bargaining unit employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

Section 7.2. The Association President, or his designee, shall have sixteen (16) hours per month representation excused time (with accumulation of unused time) to a limit of one hundred ninety two (192) hours per agreement year provided prior authorization has been obtained from the immediate supervisor. The Representative will be required to use the authorization forms provided by the Employer for the accounting of such time. Such excused time shall be used to attend to association business without any loss of pay. Any time spent in excess of sixteen (16) hours per month or one hundred ninety two (192) hours per agreement year shall not be compensated by the Employer.

ARTICLE 8

MANAGEMENT RIGHTS

Section 8.1. The Employer's exclusive rights include, but shall not be limited to, the following, except as expressly limited by the terms set forth in this agreement:

- A. Determine matters of inherent managerial policy, including areas of discretion or policy such as functions and programs, standards of services, overall budget, use of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve efficiency and effectiveness of operations;
- D. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Sheriff's Office;
- H. Effectively manage the work force; and
- I. Take actions to carry out the mission of the Sheriff's Office as a governmental unit.

The Employer specifically reserves all rights and privileges not specifically identified in any article of this agreement. Management rights are not a subject which may be challenged through the grievance procedure.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 9.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this agreement.

Section 9.2. Nothing in this article shall be construed as limiting any bargaining unit employee's right, in accordance with the State of Ohio's collective bargaining law, to present grievances and have them adjusted, without the intervention of the bargaining representative. The Employer shall notify the bargaining representative, in writing or email, of any grievance filed by an individual employee. Any adjustment made to the individual grievance shall not be inconsistent with the terms of the collective bargaining agreement then in effect and the bargaining representatives shall be present at the adjustment, unless they decline that opportunity in writing.

Section 9.3. A grievance, under this procedure, may be filed by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting more than one (1) member of the bargaining unit in a similar manner, the Association President or his designee shall file and process the grievance. Such grievance shall be defined as a group grievance. The name of each member, on behalf of which the grievance is filed, shall be indicated clearly on the grievance. Group grievances shall be presented in the first instance to the Director of Personnel who shall respond, in writing or email, within thirty (30) calendar days of receipt of the grievance. The Employer reserves the right to challenge the appropriateness of a group grievance if the Employer believes the bargaining unit members' circumstances are not "similar" The parties agree to resolve such questions at the next grievance committee meetings.

Section 9.4. All grievances must be processed and answered, in writing, at the proper step in the progression to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer or default rejection at the last completed step. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or his designee within the stipulated time limits shall be considered to have been answered in the negative. The Employer will answer all grievances in the stated time-frames unless mutually agreed. It shall be the responsibility of the aggrieved to appeal to the next step in the grievance procedure. Time limits set forth herein may only be extended by mutual agreement of the parties.

Section 9.5. Written grievances must be filed on the form provided by the Employer, and shall contain the following information:

1. Date and time grievance occurred;
2. Description of incident giving rise to the grievance;
3. Articles and sections of agreement involved;
4. Relief requested; and
5. Signature of the employee.

Section 9.6. Disciplinary grievances involving suspensions, reduction in rank or discharge, group grievances, and those which cross lines of divisional authority shall be presented in the first instance to the Director of Personnel who shall assign them to the proper step for response. All other grievances including those related to disciplinary action are to be filed in accordance with Section 9.7.

Section 9.7. The following steps shall be followed in the processing of a formal grievance:

Step 1A

A grievance shall be filed with that supervisor within an employee's assigned division whose actions were responsible for giving rise to the grievance. Such grievance should be filed within

ten (10) calendar days of the incident's occurrence or of the first instance at which the employee gains knowledge of the occurrence. In no case may the grievance be filed more than thirty (30) days after the incident of occurrence. A response at this step of the process shall be completed within ten (10) calendar days of the receipt of the grievance. If the party whose actions give rise to the grievance is a Bureau Chief/Commander, a Director of Administration, or Chief Deputy, then the grievance should be filed at Step 2 or 3 respectively, using the same limits for the initial filing as in Step 1.

Step 1B

The grievance should be filed with the Personnel Director if the actions giving rise to the grievance were committed by a party outside the employee's assigned division. The filing time limits established for Step 1A shall be imposed for this step.

Step 2

If a grievance is insufficiently resolved at Step 1, it shall be forwarded to the Bureau Chief/Commander within ten (10) calendar days of the response in the previous step. The Bureau Chief/Commander shall provide a response within ten (10) calendar days of receiving the grievance.

Step 3

If the grievant is dissatisfied with the response at Step 2, then the grievance shall be forwarded to the appropriate Director of Administration or Chief Deputy in charge of the area in question within ten (10) calendar days of the previous response. That individual shall provide a response within ten (10) calendar days of receiving the grievance.

Step 4

In the event that the grievant is dissatisfied with the response at Step 3, or if the grievance was directly filed with the Personnel Director and the grievant is dissatisfied with his response, then the grievance shall be referred to the next grievance committee for final attempt at resolution prior to arbitration. The meeting shall take place the second Wednesday of each month, as needed. The Employer or his designee shall provide a written response or email within ten (10) calendar days after the meeting.

Section 9.8. Arbitration Procedure. In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within 30 days after the rendering of the decision at Step 4, the Union may submit the grievance to arbitration. The parties will promptly select an arbitrator from the panel of arbitrators herein contained, and the parties will choose one by the alternate strike methods. Within seventy-five (75) calendar days of submitting the grievance to arbitration, the Union will contact the Employer via e-mail to select an Arbitrator from the panel. Failure of the Union to contact the Employer via e-mail shall result in the grievance being deemed withdrawn.

Section 9.9. The Arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

Section 9.10. The hearing or hearings shall be conducted pursuant to the “Rules of Voluntary Arbitration” of the American Arbitration Association.

Section 9.11. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be paid by the losing party. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 9.12. An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his/her regular hourly rate for all hours during which his/her attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith.

Section 9.13. The arbitrator’s decision and award will be in writing and delivered within thirty (30) days from the date the record is closed unless the parties have mutually agreed otherwise. The decision of the arbitrator shall be final and binding upon the parties.

Section 9.14. The panel of Arbitrators for utilization in this procedure are as follows:

- | | | |
|-----------------------|---------------------|------------------|
| 1) Robert Stein | 2) Jonathan Klein | 3) Harry Graham |
| 4) William C. Binning | 5) Jennifer Flesher | 6) Jerry Sellman |
| 7) Howard D. Silver | | |

ARTICLE 10 **DISCIPLINE**

Section 10.1. The tenure of every employee subject to the terms of this agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer may take disciplinary action for actions which occur while an employee is on duty, or which occur while an employee is working under the colors of the Employer, or in instances where the employee's conduct violates his oath of office. The Employer will follow progressive discipline in correcting behavior, however, discipline may be imposed based on the severity of the conduct or situation as determined by the Employer. The Employer agrees that all disciplinary procedures shall be conducted in private and in a professional manner. Forms of disciplinary action are:

- A. written warning;
- B. written reprimand;
- C. suspension without pay (at the option of the employee, and with the concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension; record of suspension will be maintained);
- D. reduction in pay;
- E. discharge.

Section 10.2. Whenever the Employer determines that an employee may be disciplined for just cause that could result in suspension, reduction, or termination, a pre-disciplinary will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. Prior to the hearing, the employee shall be given written specifications of the charges. Pre-disciplinary hearings shall be completed within thirty (30) calendar days from presentation to the employee of the written specification of charges. Any disciplinary action to be administered must be issued within forty-five (45) calendar days of the receipt of the hearing officer's response.

Pre-Disciplinary hearings will be conducted by a neutral hearing administrator designated by the Employer who is not a member of the bargaining unit. The person chosen to conduct the pre-disciplinary hearing will be selected by the Employer. The employee may choose to: (1) appear at the hearing to; present oral or written statements in his defense; or (2) appear at the hearing and have one (1) chosen representative present oral or written statements in defense of the employee; or (3) elect in writing to waive the opportunity to have a pre-disciplinary hearing. Failure to elect and pursue one (1) of these three (3) options will be deemed a waiver of the employee's rights to a pre-disciplinary hearing.

At the pre-disciplinary hearing, the hearing officer will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee. At the hearing, the employee may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred. The employee has a right to Association representation. The employee shall provide a list of witnesses to the Employer as far in advance as possible, but no later than eight (8) hours prior to the disciplinary hearing. It is the employee's responsibility to notify his witnesses that he desires their attendance at the hearing. The employee will be permitted to confront and cross examine witnesses. A written report will be prepared by the hearing officer concluding whether or not the alleged misconduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the hearing officer's report will be provided to the employee within seven (7) calendar days following its preparation.

Section 10.3. Disciplinary Appeals. Disciplinary action may be appealed through the grievance and arbitration procedure. If a decision has not been rendered after a five (5) day period, the Union shall request in writing a decision be issued within ten (10) days. Appealable disciplinary actions must be filed at the appropriate level of the grievance procedure within ten (10) calendar days from the receipt of the notice of discipline by the employee.

Section 10.4. Criminal Allegations/Felony Indictment. Any employee under indictment or arrested for a felony or arrested for a crime of violence, drug/substance abuse, or a crime of moral turpitude, who is not disciplined or discharged by the Employer, may be placed on a leave of absence without pay or transferred to another assignment throughout the Agency until resolution of the court proceedings. If transferred, the employee shall maintain the same shift, the same days off and the same preapproved vacation. An employee may use accrued vacation or holiday time during the leave. An employee may use accrued sick leave with proper documentation and in accordance with Article 23 of this Agreement. The employee may not participate in the sick leave donation program. If an employee exhausts all accrued leave, the Sheriff or his designee may place the employee on administrative leave with pay provided the Employee can show undue financial hardship and executes an agreement to return the administrative leave with pay if the

employee is convicted. An employee who is not guilty of the charges or the charges are dismissed shall be immediately returned to work and paid for all lost straight time hours and shall have any vacation, holiday or sick time used, restored to his/her credit. The Employer shall maintain insurance during the leave of absence, however, the employee must continue to pay his/her portion of insurance premiums.

Section 10.5. Records of Disciplinary Action. Based on the time frames listed below, records of disciplinary action taken against an employee will not be used for purposes of progressive disciplinary action, providing there have not been intervening disciplinary action imposed on the employee during these specified time frames.

- A. Disciplinary actions resulting in no loss of time or pay – twelve (12) months
- B. Disciplinary actions resulting in loss of pay or time not to exceed five (5) days pay – eighteen (18) months.
- C. Disciplinary actions resulting in loss of pay or time exceeding five (5) days pay – twenty (20) months.
- D. Disciplinary actions resulting in loss of pay or time exceeding ten (10) days pay – twenty-six (26) months.

Section 10.6. Early Termination of Active Discipline/Removal of Expired Disciplinary Records from Active Files. An employee may request in writing or electronic mail that written warnings and reprimands cease having force and effect eight (8) months after their effective date, and records of discipline of any other kind cease having force and effect after eighteen (18) months after their effective date. This request shall be made to the Sheriff or his Designee and shall be based upon demonstration by the employee that the employee has taken steps to improve his job performance. The employee shall not be eligible where there is intervening disciplinary action taken or pending during the effective period of the discipline. The determination as to whether the employee's request will be granted within the discretion of the Sheriff or his designee.

After elapsing, and upon written or electronic mail notification by the employee, such records shall be removed from the active personnel file and placed in a separate, inactive file, along with the written request for removal.

Section 10.7. The employee shall have, at his request, the presence of a Union representative any time during a disciplinary action, investigation, or interview of an employee. If the Union representative is not available immediately, the Employer and the Union representative shall agree to a time convenient for both parties. The Association representative shall only be present to observe the investigation or interview.

Section 10.8. Employee Rights. The Employer will conduct investigations of employees in accordance with all federal, state, and local laws and the collective bargaining agreement.

Section 10.9. Investigation Timelines. Any employee who has been the subject of an investigation under this Section shall be informed in writing, via electronic mail, of the outcome of the case at the conclusion of the investigation. All investigations, except those concerning criminal charges, shall be completed within seventy-five (75) calendar days from the filing of the complaint. With mutual agreement of both parties, this time may be extended due to unforeseen problems that may arise, but must be waived in writing.

ARTICLE 11 **PERSONNEL FILES**

Section 11.1. All records of discipline shall cease to have force and effect pursuant to the time frames set forth in Article 10, provided no intervening discipline has occurred. After elapsing, and upon the written or electronic mail notification by an employee, such records shall be removed from the active personnel file and placed in a separate, inactive file, along with the written request for removal. Upon receipt of a public record request of an active personnel file, the Personnel Department shall review the personnel file to ensure all inactive disciplinary records have been removed.

Section 11.2. Employees shall have access to their records including training, attendance, and payroll records as well as those records maintained in the Personnel Office. Such access shall be limited to quarterly review, except that any employee involved in a grievance or disciplinary matter shall have access at any reasonable time in order to adequately prepare for such process.

Section 11.3. Public Review of Records/File Review Prior to Disclosure. Personnel files are considered public records as defined in the Ohio Revised Code. Upon receipt of a public record request of an active personnel file, the Director of Administration for Personnel shall review the personnel file to ensure all inactive disciplinary records have been removed. All public requests for review of personnel records of current employees shall be process in accordance with the following guidelines:

- A. The Personnel Department will request that the person requesting the records provide their name and address.
- B. Employees will be notified in writing via electronic mail, and if possible, by telephone call, that a request has been made to review their personnel file. This shall also include a request for copies of the employees' records through the use of a subpoena duces tecum.
- C. Prior to release of the public records the Personnel Department will review the personnel file with the legal advisor to the Sheriff to ensure that it contains no confidential material. The Personnel Department will endeavor to accomplish this review in no more than twenty-four (24) hours.
- D. In the event the person requesting review of the personnel file desires copies of any documents contained therein, the employee shall be provide with a written description

of the documents copied, and shall, upon written request or electronic mail to the Personnel Department, be provided with copies of such documents.

- E. An employee of the Summit county Sheriff's Office shall remain with the personnel file during the time the files are reviewed to prevent anything from being added to or removed from the file.

Section 11.4. All entries of a disciplinary or adverse nature shall be maintained in the personnel file maintained in the Personnel Office. The affected employee shall be notified and provided with a copy of any such entry and shall be afforded an opportunity to attach a dissenting statement. Copies of such materials shall be provided at the time the material is placed in the personnel file. Should at a later date, any material in the personnel file be found which the employee does not agree with, correspondence shall be sent by the employee to the Personnel Office requesting removal. Upon review of the material, the Employer may remove the material in questions; however, if the Employer does not agree with the employee's correspondence, and explanation is not sufficient to remove the material, the correspondence shall be attached to the material in question.

Section 11.5. When an anonymous complaint of a non-criminal nature is made against an employee, and, after investigation there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded and will not become a part of the employee's personnel file.

Section 11.6. Performance evaluations are considered to be a part of the personnel record and are subject to the provisions of Section 11.5 above. The Employer shall require the employee to sign performance evaluation, signifying only that the employee has been afforded an opportunity to review the evaluation. A copy of the completed evaluation shall be provided at the time that it is signed by the employee.

ARTICLE 12 **LABOR/MANAGEMENT COMMITTEE**

Section 12.1. In the interest of sound labor/management relations, there is hereby created a labor/management committee, consisting of two (2) persons representing the Association and two (2) persons representing the Employer. The committee shall meet at a mutually agreed upon time quarterly, unless otherwise mutually agreed, to discuss pending problems and to promote a harmonious relationship. Any agreements reached by the parties during such meetings will be reduced to writing and signed by the representatives of the parties.

Section 12.2. Proposed agendas will be exchanged by the parties at least ten (10) days prior to the scheduled meeting, so that a final agenda can be agreed to five (5) days prior to the meeting.

The purpose of the committee shall be to:

- A. Discuss the administration of this agreement;

- B. Notify the Association of changes made by the Employer which affect bargaining unit members of the Association;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve effectiveness;
- F. Consider and discuss health and safety matters relating to employees.

Section 12.3. The parties further agree that they may have special labor/management committee meetings to discuss a matter or matters that may not be able to wait until the next regularly scheduled meeting. A special labor/management committee meeting shall be convened as soon as feasible if such special meeting has been mutually agreed to by the parties.

ARTICLE 13 **BULLETIN BOARDS**

Section 13.1. The Employer agrees to provide space, at each of the Employer's facilities, for bulletin boards for use by the Association. Bulletin boards will be furnished by the Association and erected by the Employer in a place where the employees have access to view said bulletin board. The bulletin board presently shared by the Employer and employees bargaining unit shall be maintained *as* an additional bulletin board. Bulletin boards may be shared with the FOP.

Section 13.2. All Association notices of any kind posted on the bulletin board shall be signed, dated, posted, or removed by the Association President or his designated representative.

Section 13.3. Association notices related to the following matters shall be posted without the necessity of receiving the Employer's prior approval:

- A. Association recreational and social affairs;
- B. Notice of Association meetings;
- C. Association appointments;
- D. Notices of Association elections;
- E. Results of Association elections;
- F. Reports of non-political standing committees and independent non-political arms of the Association; and
- G. Non-political publications, rulings, or policies of the Association.

All other notices of any kind not covered by "A" through "G" above must receive prior approval of the Employer or his designated representative.

Section 13.4. It is also understood that no material may be posted on the Association bulletin boards at any time which contains the following:

- A. Personal attacks upon any other member or any other employee;
- B. Scandalous, scurrilous, or derogatory attacks upon the Employer, or any other governmental units or officials;
- C. Attacks on any employee organization, regardless of whether the organization has local membership; and
- D. Attacks on and/or favorable comments regarding a candidate for public office or for office in any employee organization.

Section 13.5. Upon the request of the Employer or his designated representative, the Association President or his designated representative shall cause the immediate removal of any material posted in violation of this article. Violations of the provisions of this article, or the refusal of the Association President or his designated representative to remove material posted in violation of this article, upon request of the Employer, will be just cause for the revocation of bulletin board privileges.

ARTICLE 14 **PROBATIONARY PERIODS**

Section 14.1. Deputy Sheriffs who are promoted into the bargaining unit shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year. A probationary employee may be returned to his previous classification within the first six (6) months of the probationary period without the right of appeal.

Section 14.2. An employee promoted within the bargaining unit shall serve a promotional probationary period of six (6) months.

- A. If the promoted employee fails to satisfactorily complete the promotional probationary period, he shall be returned to his previous rank. Promotional probationary reductions are not subject to appeal.
- B. During the probationary period if the promoted employee requests to voluntarily return to his previous rank, the employee shall be permitted to return without displacement of any person(s) within that rank. The assignment of the employee shall be at the discretion of the employer.

Section 14.3. A probationary employee (either entry level bargaining unit or promotional) who has lost work time due to illness or injury shall have his probation period extended by the length of the illness or injury.

ARTICLE 15 **SENIORITY**

Section 15.1. Seniority shall accrue to all employees in accordance with the provisions of this article, Seniority, as defined in Section 15.2 of this article, will apply wherever employee seniority rights are established in the terms and conditions of this agreement.

Section 15.2. Three (3) types of seniority are recognized:

- A. **Departmental Seniority** - Defined as the uninterrupted length of continuous service as a full-time Deputy Sheriff in the employ of the Summit County Sheriff
- B. **Supervisory Seniority** - Defined as the uninterrupted length of continuous service with the Summit County Sheriff's Office (pursuant to Sections 15.3 and 15.4) as a full-time supervisor with the rank of Corporal, Sergeant, Lieutenant, Captain, Major, Deputy-in-Charge or Assistant Deputy-in-Charge as designated in writing by a Sheriff Supervisor. Seniority shall not include temporary assignments or acting in a supervisory capacity. Breaks in supervisory seniority prior to the effective date of this agreement of one (1) year or less shall be credited as time worked in calculating supervisory seniority. Breaks in supervisory seniority prior to the effective date of this agreement of more than one (1) year shall not be credited in calculating supervisory seniority, unless reinstatement as a supervisor is specifically due to recall from layoff, honorable discharge from the aimed services, or order of agreement entered or approved by an administrative agency or court of competent jurisdiction. In no event shall supervisory service prior to a disciplinary reduction in rank to Deputy Sheriff or other classification outside of the bargaining unit be credited in calculating supervisory seniority.
- C. **Rank Seniority** - Defined as the uninterrupted length of continuous full-time service with the Summit County Sheriff's Office (pursuant to Sections 15.3 and 15.4 below) from the original date of appointment to the specific rank of Sergeant, Lieutenant, Captain, or Major. In the event of a tie in rank seniority, the sequence to break the tie shall be determined first by the higher promotional exam score, second by the higher rank seniority in the next lower rank, if applicable, and third by the higher departmental seniority.
 - 1. In the event a member is reduced from his present rank to a lower rank, rank seniority shall be determined by the original date of appointment to the lower rank and shall include any time spent in a higher rank.
 - 2. In the event that a member is reinstated to a previously held rank, rank seniority shall be determined by the original date of appointment to the reinstated rank, unless the reduction in rank was due to disciplinary action. If the reduction in

rank was due to disciplinary action, then the rank seniority in the higher rank shall be determined by the most recent date of appointment to the higher rank.

Section 15.3. The following situations shall not constitute a break in continuous service (seniority):

- A. Absence while on approved leave of absence;
- B. Absence while on approved sick leave, disability leave, or OPERS disability retirement;
- C. Military leave;
- D. A layoff of three (3) years duration or less where no displacement to a lower rank has occurred.

Section 15.4. With the exception of any special circumstances referenced in Section 15.2 of this article, the following situations constitute breaks in continuous service for which seniority is lost:

- A. Discharge or removal from the bargaining unit for just cause;
- B. Retirement;
- C. Layoff for more than three (3) years where no displacement to a lower rank has occurred;
- D. Failure to return to work within fourteen (14) calendar days of a recall from layoff;
- E. Failure to return to work at the expiration of leave of absence; and,
- F. A resignation

ARTICLE 16 **LAYOFF AND RECALL**

Section 16.1. Employees may be laid off as a result of lack of work, lack of funds or abolishment of position(s). In the event of a layoff, the Employer shall notify the affected employees fifteen (15) calendar days in advance of the effective date of the layoff. The Employer, upon request from the Association, agrees to discuss, with representatives of the Association, the impact of the layoff on bargaining unit employees. Any layoff in the bargaining unit shall be instituted in accordance with rank seniority, as defined in Article 15 of this agreement.

Section 16.2. Layoffs shall be instituted in accordance with the following:

The least senior employee (by rank seniority) in the affected rank being laid off first. A laid off employee may displace to the next lower classification (rank), based upon his rank seniority.

Employees notified of a layoff must notify the Employer within three (3) calendar days of receipt of the notice of their intent to exercise their bumping rights. Those employees who are displaced from the bargaining unit shall be placed into the Deputy ranks based upon the employee's departmental seniority, to the extent that such continues to be permitted in accordance with the labor agreement between the Summit County Sheriff and the Fraternal Order of Police.

Example: It has been determined one (1) Majors' slot shall be eliminated. The Major who has the least Major rank seniority shall be displaced into the rank of Captain and shall hold a position in that rank which reflects his/her rank seniority as a Captain. The Captain who has the least Captain rank seniority would be displaced into the rank of Lieutenant and would hold a position in that rank which reflects his/her rank seniority as a Lieutenant. The Lieutenant who has the least Lieutenant rank seniority is then displaced into the Sergeants' rank and shall hold a position in that rank which reflects his/her rank seniority as a Sergeant. The Sergeant who has the least Sergeant rank seniority would then displace into the Deputy ranks and shall hold a position therein which reflects his/her total time with the Summit County Sheriff's Office to the extent that such continues to be permitted in accordance with the Deputies' agreement.

Section 16.3. Employees who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they remain qualified to perform the work in the work section to which they are recalled. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of the recall. Any training required in this section shall be at the Employer's expense.

Section 16.4. Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 16.5. The recalled employee shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 16.6. In the event that sergeants scheduled for layoff are prohibited from placement into the deputy ranks, such employees shall be temporarily retained in the rank of sergeant until such time as they would also be scheduled for layoff based upon departmental seniority had they been placed into the deputy ranks. During this temporary retention period, the affected employees shall be reduced to a rate of pay equivalent to that which they would have received after displacement to the deputy ranks.

Section 16.7. In the event that lieutenants scheduled for layoff are prohibited from placement into the sergeant ranks, such employees shall be temporarily retained in the rank of lieutenant until such time as they would also be scheduled for layoff based upon departmental seniority had they

been placed into the sergeant ranks. During this temporary retention period, the affected employees shall be reduced to a rate of pay equivalent to that which they would have received after displacement to the sergeant ranks.

Section 16.8. In the event that captains scheduled for layoff are prohibited from placement into the lieutenant ranks, such employees shall be temporarily retained in the rank of captain until such time as they would also be scheduled for layoff based upon departmental seniority had they been placed into the lieutenant ranks. During this temporary retention period, the affected employees shall be reduced to a rate of pay equivalent to that which they would have received after displacement to the lieutenant ranks.

ARTICLE 17

HOURS OF WORK AND OVERTIME

Section 17.1. Each employee's work schedule shall be determined by the Employer. Schedules shall be posted at least seven (7) calendar days in advance of the effective date and shall cover not less than a twenty-eight (28) calendar day period. Insofar as is practical, affected employees shall be given seven (7) calendar days prior notice of any non-emergency schedule change. The Employer further agrees that there will be at least sixteen (16) hours between an employee's shift assignments, unless the employee agrees to a lesser period of time. Work schedules shall not be established to avoid overtime, but for efficient operations.

Section 17.2. The standard work period for employees scheduled for eight (8) or ten (10) hour shifts shall consist of no more than forty (40) hours in a seven (7) calendar day period, inclusive of roll call. For those employees on twelve (12) hour shifts, the standard work period shall be eighty (80) hours in a pay period. All hours worked in excess of forty (40) in a seven (7) calendar day, or eighty hour pay period, shall entitle an employee to premium compensation, at the rate of one and one-half (1 1/2) times their regular hourly rate of pay.

Section 17.3. The work period shall commence at 00:01 a.m. hours on Monday and end at 24:00 p.m. hours on the following Sunday.

Section 17.4. Due to the uniqueness of the duties/responsibilities and emergency response obligations of employees, the Employer reserves the right to assign employees to work overtime as needed.

Section 17.5. All hours actually worked in excess of an employee's standard work period shall be considered overtime and shall be compensated at the rate of one and one-half (1 1/2) times his regular straight time hourly rate of pay. There shall be no duplication (pyramiding) of overtime for the same hours paid (i.e., court time, call-in, etc.). Overtime shall be calculated in one-tenth (1/10) hour increments. For purposes of determining hours actually worked, all time in active pay status, with the exception of sick leave, shall be considered time worked. In addition to the above, paid jury leave, in accordance with Article 26.7, shall also be considered hours worked.

Section 17.6. When the Employer determines with sufficient notice that it is necessary to work employees beyond their scheduled work hours, the Employer shall offer such work assignment on

a rotating basis to employees of appropriate rank within the division requiring the overtime who are qualified to perform the assignment subject to the following conditions:

- A. The Employer shall post overtime positions with sufficient notice (24 hours or more) upon determination of the vacancy.
- B. The Employer shall offer overtime in the following manner:
 - 1. Within the Operations Division. The Employer shall offer the overtime to the most senior employee of the same rank (I.E.: Sergeant to Sergeant, Lieutenant to Lieutenant, Captain to Captain) within the Bureau in which the overtime opportunity occurs. The employee accepting the overtime shall then be placed at the bottom of the list. The Employer shall offer the next occasion of overtime to the employee who is then most senior and at the top of the list. The offer of overtime will continue in this fashion for the remainder of the year for which the schedule is in effect. If no employee within the Bureau accepts the offered overtime as stated above, the overtime will then be offered to employees of appropriate rank throughout the agency who are qualified to perform the assignment as determined by the Sheriff or his designee.
 - 2. Within the Corrections Division. The Employer shall offer the overtime according to the following:
 - a. First Offer: The Employer shall offer overtime first to the Association members assigned to positions supervising the security functions within the jail and that are subject to being ordered over under the provisions of Section 17.6(C). The Employer shall offer the overtime to the most senior employee of the same rank (IE: Sergeant to Sergeant, Lieutenant to Lieutenant, Captain to Captain) within the assignment for which the overtime is needed. The employee accepting the overtime shall then be placed at the bottom of the list. The Employer shall offer the next occasion of overtime to the employee who is then most senior and at the top of the list. The offer of overtime will continue in this fashion for the remainder of the year for which the schedule is in effect. In the event that Captains and Lieutenants both have the assignment of Shift Commander at the Summit County Jail the overtime will be offered in order of rank seniority but with a combined list of Captains and Lieutenants ordered first by rank and then by seniority initially. In this instance the overtime list will be one list and overtime will be awarded in accordance with the procedures set forth above. This is the only time when overtime will not be offered and awarded to employees of the same rank.
 - b. Second Offer: In the event no employee within the assignment accepts the overtime, the Employer will then offer the overtime opportunity to the members of the Administrative Staff of the appropriate rank by seniority.

- c. If no employees within the division accept the offered overtime as stated above, the overtime will then be offered to employees of appropriate rank throughout the agency who are qualified to perform the assignment as determined by the Sheriff or his designee.
 3. Any Lieutenant or Captain who works any overtime opportunity shall be paid at his or her overtime rate.
 4. The overtime list, for each Bureau or Division will reset in January of each contract year when the schedule for that year goes into effect. Upon resetting, the overtime list will be organized by rank seniority in accordance with Article 15, Section 15.2(C).
 5. An "On Call" list for the Bureaus of the Operations Division and for the Corrections Division shall be established consisting of those officers outside the Bureau or Division from which the overtime originates who wish to be considered for voluntary overtime. Such list shall be maintained and updated quarterly by the Supervisor's Association President or designee and given to the Sheriff with copies made available to the employees.
 6. The "On Call" list shall be paged for a time frame of 30 minutes at which time the procedures set forth in Sub-paragraph (B) shall be followed.
- C. In the event no employee of the appropriate rank accepts overtime as provided in sub-paragraph (B) (1) or (2), of this section, the least senior officer, of that rank, working the preceding shift, may be required to work overtime and shall receive premium compensation for those overtime hours worked. On the next occasion, the employee who is next least senior to the employee who was last required to work overtime, may be required to work overtime until exhausting all employees on the shift in inverse order and returning to the least senior employee.
1. An employee cannot be ordered over if the overtime would conflict or abut the employee's pre-approved leave.
 2. To the extent practicable, employees will be ordered over on an equal basis in a calendar year.
 3. All overtime lists (order/offer/on call) shall restart annually upon the implementation of the new schedule.
- D. It shall not be necessary for the Employer to follow the procedures in this section in selecting employees to work overtime when the Employer does not have sufficient notice of at least twenty-four (24) hours of the necessity for such overtime.

- E. In the event an employee is bypassed for an overtime opportunity to work due to a misapplication of this Article, the sole remedy shall be limited to the bypassed employee having the next available overtime slot being offered to him.

Section 17.7. Compensatory Time

- A. Employees may elect to take compensatory time in lieu of overtime pay at the rate of one and one-half (1½) times the employee's regular hourly rate of pay for each hour in excess of forty (40) hours in active pay status excluding sick leave. Employees may not accrue more than eighty (80) hours of compensatory time annually (January-December) unless otherwise approved by the Employer due to operational need. Unused compensatory time will be paid off annually in December of each year at the rate of pay that the employee earned the compensatory time.
- B. **Minimum Notice for Requests/FLSA Compliance.** Requests for compensatory time off must be submitted to the Employer at least seven (7) calendar days in advance of the requested day(s) off starting with a new pay period. The parties agree that where an employee has been denied the usage of compensatory time on a specific date, he shall be offered an alternative day for compensatory time usage within the next thirty (30) days, be offered cash payment for the amount of hours denied, or the employee may withdraw his request for usage. The parties specifically agree that the above procedure constitutes a reasonable process for satisfying a request for compensatory time usage under the Fair Labor Standards Act. Except as otherwise specifically restricted by this Agreement, the Employer retains all rights to manage the administration of compensatory time under federal law, which includes, but is not limited to the right to schedule such time off or payoff compensatory time banks. The Employer will not deny the use of compensatory time solely on the basis that it will cause overtime.

ARTICLE 18
WAGES AND COMPENSATION

Section 18.1. Effective the beginning of the first full pay period following January 1, 2020 and continuing through the year 2021. Beginning with the first full pay period following January 1, 2022, the pay range to which bargaining unit employees are assigned shall continue to be as follows and shall be the defined percentage above that of the highest base pay in the next descending rank or classification pay range:

Effective with the first full pay period following January 1, 2020 through December 31, 2021

Rank	Years in Rank	Percent Over Top Pay Next Lower Level	Base Annual Salary
Sergeant	0-1	7%	\$67,454.40
	1-2	10%	\$69,347.20
	2+	18%	\$74,401.60
Lieutenant	0-1	7%	\$79,601.60
	1-2	10%	\$81,848.00
	2+	16%	\$86,299.20
Captain	0-1	7%	\$92,310.40
	1-2	10%	\$94,931.20
	2+	16%	\$100,089.60
Major	0-1	7%	\$107,099.20
	1-2	10%	\$110,115.20
	2+	16%	\$116,105.60

Effective with the first full pay period following January 1, 2022

Rank	Years in Rank	Percent Over Top Pay Next Lower Level
Sergeant	0-1	7%
	1-2	10%
	2+	18%
Lieutenant	0-1	7%
	1-2	10%
	2+	16%
Captain	0-1	7%
	1-2	10%
	2+	16%
Major	0-1	7%
	1-2	10%
	2+	16%

Section 18.2. Employees shall be paid on a biweekly basis, the salary for which shall be computed by dividing the annual salary by twenty-six (26) pay periods. The biweekly salary shall be considered as compensation for all hours worked during the biweekly pay period except as follows:

- A. The employer shall not be prohibited from docking an employee's pay for time scheduled but not worked:
- B. Whenever an employee is required to work in excess of forty (40) hours in a seven (7) day activity period, as described in Article 17, the employee shall be eligible for overtime compensation.

Section 18.3. Effective January 1, 2017, bargaining unit members shall continue to receive, as a one (1) time per year payment, a supplement based upon their departmental seniority as defined in Article 15, in accordance with the following schedule.

<u>Years of Service</u>	<u>Supplement</u>
5-10	1% Salary
11-15	1.5% Salary
16-20	2% Salary
21+	2.5% Salary

Payment of longevity shall be made in the pay period which follows an employee's anniversary date. However, in the event an employee retires prior to his anniversary date, he will receive a prorated longevity payment at the time of his retirement. For the purpose of this section, "retirement" means actual retirement from the Public Employee's Retirement System of Ohio. Payments will be made to an employee's estate upon his death.

ARTICLE 19 **COURT TIME/CALL-IN PAY**

Section 19.1. Whenever an employee is required to appear on off-duty time before any official court, official administrative agency, or before the prosecutor for pre-trial conference on matters pertaining to or arising from the employee's official duties, the employee shall receive three (3) hours pay at the overtime rate for such appearances. If an employee appears before a court or at a pre-trial conference for more than three (3) hours, or is required to make more than one (1) appearance during any given off-duty time in the same day, such excess time or additional appearances shall be compensated at one and one-half (1 ½) times the employee's normal hourly rate of pay for all time spent in such appearances.

Appearances which abut an employee's work hours shall be compensated at the appropriate rate as actual hours worked, and not subject to the minimum premium described above.

Court or pre-trial appearances arising out of an employee's work at, or presence at, an outside job or extra detail assigned through the Sheriff's Office shall be considered by the Employer as actual time worked, and shall not be subject to the minimum premium.

Section 19.2. Any employee called in to work at a time outside his scheduled shift, which call-in does not abut his scheduled shift, shall be credited with a minimum of four (4) hours worked.

ARTICLE 20

INSURANCES

Section 20.1. The Employer shall provide all employees who are covered by this agreement and who qualify for benefits and are on active pay status, with hospitalization, surgical, medical and prescription drug, dental and vision benefits in the same manner, under the same conditions, and at the same level as are provided to all other County Charter Group Personnel (i.e., 169 Officers (bargaining and non-bargaining): Clerk of Courts, Engineer, Executive, Fiscal, Prosecutor, Sheriff), and term life insurance in the amount of fifty thousand dollars (\$50,000.00). For all plans, the employees will be subject to the prescriptions co-payments, co-insurance, eligibility requirements, and other terms and conditions of coverage set forth in the plan.

Section 20.2. Retiree Benefits. The Employer agrees to provide to all employees who retire from the Public Employees Retirement System (PERS), as a result of either an age and service retirement or a disability retirement, the option to continue their life insurance under the terms of the life insurance policy/plan. However, the premium costs shall be paid by the retiree. The Employer shall also continue to make vision and dental insurance available on an enrollment basis as long as the County continues to offer such plans.

Section 20.3. Employee Contributions. All employees who receive benefits will pay an amount not to exceed ten percent (10%) of the premium costs through payroll deductions. The premium costs for coverage of the employee and his eligible dependents under the self-insured plan will not exceed one hundred ten dollars (\$110.00) per pay in 2019 through 2022.

Section 20.4. Indemnification. The Employer agrees to indemnify and defend from liability any employee from actions arising out of the employee's lawful performance of his official duties. If the Employer provides this protection by insurance, it shall be at the Employer's expense.

Section 20.5. Coverage Continuation. Employees shall retain Employer-paid insurances under the following circumstances:

- A. When an employee is granted an approved leave of absence without pay for a period not to exceed thirty (30) calendar days;

Or

- B. For a period of absence not to exceed thirty (30) calendar days after an employee has used all accumulated sick leave to his credit as a result of a continuous illness or injury sustained off the job.

Or

- C. When an employee sustains injury on the job while employed with the Employer and is removed from active pay status as a result of a workers' compensation claim, the employee's benefits shall continue for a period not to exceed one hundred and eighty (180) days.

Section 20.6. Opt-Out Incentive Program. An incentive payment of fifty dollars (\$50.00) per month shall be offered to each employee eligible for health benefits who has proof of other hospitalization coverage, excluding a spouse's Summit County hospitalization coverage and who elects to have no County insurance coverage. An employee, who receives Summit County insurance from a spouse also working for the County, is not eligible for the incentive set forth in this Section.

ARTICLE 21 **HOLIDAYS**

Section 21.1. Designated holidays shall be as follows:

- January 1st (New Year's Day)
- Martin Luther King Day
- President's Day
- Memorial Day
- July 4th (Independence Day)
- Labor Day
- Columbus Day
- November 11th (Veterans' Day)
- Thanksgiving Day
- Day after Thanksgiving Day
- December 24th (Christmas Eve)
- December 25th (Christmas Day)
- Three (3) Personal Days (See Section 21.3)
- Five (5) additional personal/deduct days (deducted from an employee's sick leave balance), see Section 21.3

Holiday compensation will coincide with the length of hours actually worked. All holidays are observed on their actual date of observance.

Section 21.2. A bargaining unit employee may be required to work the holiday or to observe the holiday, based upon their current duty or assignment. In the event the Bureau is closed for the holiday, employees assigned to the bureau shall observe the holiday. In such an event that the employee is required to observe the holiday, the employee may request that they be permitted to work the holiday. Bargaining unit employees shall receive pay or compensatory time at their option, equal to the length of the holiday, for each of the holidays that they are eligible to receive. In order to be eligible for holiday pay or compensatory time, an employee must work his scheduled shifts immediately preceding and following the holiday, or be on approved vacation leave, injury leave, or sick leave with a physician's certificate. An employee scheduled to work on a holiday who reports off sick on the holiday without a physician's certificate shall be charged with sick leave, and shall not be eligible for holiday pay or compensatory time. An employee scheduled to work on a holiday who reports off sick on the holiday with a physician's certificate shall not be charged with sick leave, and the day shall be paid as holiday time.

An employee who works a holiday will receive one and one-half (1 ½) times his regular straight time rate of pay, one and one-half (1 ½) times for the hours worked and eight (8), ten (10) or twelve (12) additional hours (whichever coincides with the length of the employees scheduled shift), additional hours at straight time (whichever coincides with the length of the employee's scheduled shift) of pay or compensatory time, at the employee's option). When the Employer orders an employee to work overtime on a holiday the employee shall receive two and one-half (2 ½) his regular straight time hourly rate of pay for all overtime hours he is ordered to work on the holiday. When a holiday occurs during an approved vacation leave, the holiday will be charged for that day instead of vacation leave.

Section 21.3. Bargaining unit employees shall continue to receive three (3) personal leave days and five (5) additional personal/deduct days each calendar year as set forth above in section 21.1. Requests for such leave shall be made at least ten (10) calendar days in advance of the date desired and will be granted or denied based on operational need. Personal leave days not utilized within the calendar year will be forfeited. The personal/deduct day, which will not affect an employee's sick leave balance if it is not used during a calendar year.

Section 21.4. Holiday compensatory time to an employee's credit as of December 1st of each agreement year shall be paid off at the rate of one (1) hour's pay for each compensatory time hour, prior to the end of the calendar year.

Section 21.5. Requests for holiday compensatory time off shall be made, if practicable, not less than seven (7) calendar days prior to the requested time off. The granting of holiday time off is subject to the manpower needs of the Employer. An employee requesting to take an actual holiday off must submit a request not less than thirty (30) days prior to the holiday. Preference for the scheduling of actual holidays off shall be given according to seniority.

ARTICLE 22 **VACATIONS**

Section 22.1. Employees shall continue to earn vacation leave according to their total number of years of service with the Employer and any political subdivision of the State of Ohio, as follows:

A. Less than Five (5) Years of Service Completed

Rate of Accumulation 3.1 Hours Per Pay Period

B. Five (5) Years of Service Completed, but Less Than Ten (10) Years Completed

Rate of Accumulation 4.6 Hours Per Pay Period

C. Ten (10) Years of Service Completed, but Less Than Fifteen (15) Years Completed

Rate of Accumulation 6.2 Hours Per Pay Period

D. Fifteen (15) or More Years of Service Completed

Rate of Accumulation 7.7 Hours Per Pay Period

Section 22.2. Vacation leave accrues while on vacation, paid military leave, and sick leave. No vacation is earned while an employee is in a no pay status. Prorated vacation credit is given for any part of a pay period. An employee with less than one (1) year of service is not entitled to vacation credit, but is credited with eighty (80) hours on his first anniversary of employment. Forty (40) hours of vacation credit is added at the completion of five (5), ten (10), and fifteen (15) years of employment, in addition to the increased rate of accrual.

Section 22.3. The Employer shall distribute a vacation calendar in each division during the first two weeks of December of each year. Employees may request, prior to January 1, the dates for that vacation year (January 1 - December 31 of the following year) on which they prefer to use their accumulated vacation. Employees may request first and second choices during this preference scheduling period, and shall be notified by December 31st of the dates approved for vacation. Such requests shall be honored on the basis of the employee's seniority within their assigned shift with the Employer, subject to the following limitations and exceptions:

- A. Vacation requests submitted after January 1 shall be honored solely on the basis of order of application, and no seniority rights to preferred dates shall exist.
- B. Vacations are scheduled and approved in accordance with the work load requirements of the Employer.
- C. An employee who has received approval of his vacation request, and is subsequently reassigned, shall not lose his right to that approved vacation period.
- D. Approval/disapproval for vacation leave shall be in writing to the employee within seven (7) calendar days from the submission of a request for vacation, if such request is outside the seniority preference period.
- E. Vacation shall not be involuntarily scheduled.

Section 22.4. Vacation leave may be accrued up to three (3) times the employee's annual accumulation rate. Excess vacation shall be forfeited except where an employee has made a good faith effort to request vacation leave and such requests were denied due to the needs of the Sheriff's Office. Employees must make vacation requests in reasonable increments throughout the calendar year. Any denied vacation requests that would result in an employee exceeding the maximum allowable vacation accrual as set forth in Article 22, Section 22.4 will be paid out at 100% to employees in December of each year.

Section 22.5. Any employee hospitalized while on vacation shall, upon request and upon submission of sufficient evidence of the hospitalization, be entitled to change his vacation status to sick leave for all days hospitalized and any subsequent days necessary for recovery. Upon submission of the request with evidence, any vacation charged to the employee for the duration of the illness shall be restored to his credit.

Section 22.6. An employee may request to receive cash payment for unused vacation of not more than ten (10) days per year and calculated at ninety percent (90%) of the employee's current rate

of pay. Approval of the request shall be subject to the Employer's availability of funds. For the purpose of this section, "availability of funds" shall mean those funds that are within the monies budgeted to the Sheriff within any annual appropriation, and which may legally be utilized for such purpose. An employee must submit such request by November 1st of each year and shall be notified of such approval or disapproval by November 15th.

ARTICLE 23 **SICK LEAVE**

Section 23.1. Employees shall accrue sick leave credit at the rate of four and six tenths (4.6) hours per bi-weekly period. Sick leave credit shall not accrue during any unpaid leave or layoff. Advance use of sick leave shall not be granted. Sick leave is accumulative without limit.

Section 23.2. Definition

- A. "Occasion" is defined as sick leave taken in increments of 4.0 hours or more, but less than three (3) days.
- B. "Occurrence" is defined as three or more days of continuous, uninterrupted sick leave following, before or after days off, holiday, or vacation leave.

The pre-planned scheduling of sick leave for medical, dental, psychiatric, or optical appointments will not count toward a member's number of sick leave absences within any calendar year. Members sent home by a supervisor who considers the member too sick to be at work; will not have this unscheduled occasion count toward triggering an investigation of more than five (5) unscheduled sick leave occasions within the calendar year.

- C. "Pattern of Abuse." Consistent periods of sick leave usage may indicate a pattern of abuse, for example, but not limited to:
 - 1. Before or after holidays without a doctor's excuse.
 - 2. Before or after vacation/weekends or scheduled days off without a doctor's excuse.
 - 3. Continued long term pattern of using sick leave without doctor's excuse or medical justification.
 - 4. Absence following overtime/off-duty assignments without a doctor's excuse.
 - 5. Six (6) or more occasions of usage within any 12 month evaluation period without medical documentation.
 - 6. After pay days.
 - 7. Any one specific day.

8. Half days.
9. Continued pattern of maintaining zero or near zero sick leave balances.
10. Excessive absenteeism.
11. Calling off sick when leave for that same period of time had previously been denied.
12. Other facts which may demonstrate abuse/misuse.

D. "Unauthorized Use of Sick Leave." It is the policy of the Employer to take corrective and/or disciplinary action for unauthorized use of sick leave and/or abuse of sick leave. Unauthorized use of sick leave shall include the following:

1. Failure to properly notify supervisor of medical absence without extenuating circumstances.
2. Failure to complete standard sick leave form.
3. Failure to provide physician verification when required.
4. Fraudulent physician verification.
5. Misuse of sick leave, using sick leave for purposes other than intended.
6. Failure to comply with the terms of this policy.
7. Pattern abuse.

Section 23.3. All Employees, the Union, and the Employer recognize that abuse or misuse of sick leave is of mutual concern that all parties recognize their responsibility to use sick leave only for legitimate uses. Sick leave shall be granted an employee, upon approval by the Employer, for the following reasons:

- A. Illness, injury or pregnancy-related condition of the employee.
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- C. Examination of the employee, including medical, psychiatric, psychological, dental or optical examination by an appropriate practitioner, when such an examination cannot be scheduled during non-work hours.

- D. Illness, injury or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
- E. Examination, including medical, psychiatric, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.

For the purpose of this article, the definition of immediate family shall be: mother, (step), father, (step), child (step), brother, sister, spouse, grandparent, grandchild, legal guardian or other person who stands in the place of a parent (loco parentis) or a domestic partner as defined in Summit County Ordinance 169. Further, immediate family can include any niece, nephew, mother/father/daughter/son/sister/brother-in-law residing with the employee.

Section 23.4. When an employee is unable to report to work due to illness or injury, he shall notify his immediate supervisor or other designated person, two (2) hours prior to the time he is scheduled to report to work, unless extenuating circumstances prohibit, on each day of absence, unless other arrangements are made with the employee's supervisor.

Section 23.5. Upon return to work an employee shall complete an application for sick leave form to justify the use of sick leave. When an employee utilizes sick leave for medical appointment, on more than five (5) occasions in a calendar year or for any occurrence (five (5) or more consecutive work days), a medical leave form provided by the Employer which is filled out and certified (certificate) from a licensed physician, dentist, or other licensed practitioner shall (may) be required by the Employer. Employee shall also fill out a payroll application for leave which will accompany the medical leave form. The *Medical Leave Form* is the only recognized sick leave form that will be recognized by the Employer. Failure to submit the Medical Leave Form will result in the employee being absent without leave until the medical leave form is provided. The Medical Leave Form (practitioner's statement) must note that the employee was either in the practitioner's office in order to receive medical treatment, and (or) that the employee was medically incapable of working on the days that the employee was absent from work. Sick leave usage, when approved, shall be charged in minimum units of one (1) hour. In order to receive pay for sick leave usage, when approved, shall be charged in minimum units of one (1) hour. In order to receive pay for sick leave usage, an employee must comply with all departmental rules and regulations governing application and use. Falsification of an application for sick leave or a practitioner's statement shall be grounds for disciplinary action.

Section 23.6. Procedure for Sick Leave Abuse Discipline-Pattern Abuse.

1. Anytime the Employer believes an employee may be abusing or misusing sick leave, they shall notify the employee in writing. The Employer will schedule a meeting with the employee and his Union Representative and discuss the problems.
2. The Sheriff or designee shall meet with the employee to discuss the employee's use of sick leave. The purpose of the meeting shall be to allow the employee the opportunity to discuss any extenuating or mitigating circumstances concerning the use of sick leave

of which the supervisor should be aware. This meeting is for the purpose of requiring the employee to explain his prior uses of sick leave. While the meeting is not disciplinary in nature, the employee may elect to have his Union Representative present.

3. The Sheriff or designee may elect to require the employee to produce a physician's verification statement for all subsequent illnesses.
4. Injuries, illnesses, or conditions properly certified and documented as a "serious medical condition" under the FMLA are exempt from this policy. Injury leave is exempt and workers' compensation leave is likewise exempt.

Section 23.7. Abuse of Sick Leave. Employee failing to comply with sick leave rules and regulations shall be subject to discipline up to and including termination. The Employer may initiate investigations when an employee is suspected of abusing sick leave privileges.

ARTICLE 24 **BEREAVEMENT LEAVE**

Section 24.1. Bargaining unit employees shall be entitled to up to three (3) paid days bereavement leave to attend the funeral/memorial service of any of the following individuals related to the individual: husband, wife, child(ren), mother, mother-in-law, father, father-in-law, step-parents, sister, sister-in-law, half-sister, brother, brother-in-law, half-brother, daughter-in-law, son-in-law, grandchild(ren), grandparents, aunts, uncles, nieces, nephews, legal guardian, or other person who stands in place of a parent.

Employees attending the funeral of said named individuals, when the funeral is more than one hundred (100) miles from Summit County, shall be entitled to up to five (5) paid days of bereavement leave.

ARTICLE 25 **INJURY LEAVE**

Section 25.1. In the event of an occupational injury or illness (excluding stress) incurred as a direct result of performing an assigned or sworn function within the scope of the employee's authority, such employee shall be placed in a fully paid leave status for the duration of the disability not to exceed one thousand eighty (1080) hours of employee's work time. Such leave shall not be charged to the employee's sick leave. The employee shall remit to the Employer any workers' compensation benefits received for that same period as a condition of being placed in a paid status. At the end of the one thousand eighty (1080) hours the employee may use accumulated sick leave to remain in a fully paid status and continue to remit to the Employer any workers' compensation benefits received. When sick leave is exhausted, the employee may remain on workers' compensation with all insurance benefits maintained by the Employer (employee must continue to pay his/her portions of insurance premium) for up to one (1) year from the first use of paid injury leave. All normal benefits shall continue to accrue while a disabled employee is in a fully paid status.

Section 25.2. In lieu of granting injury leave, the Employer may assign the employee to light duty with the approval of and within the limitations set by, the employees' treating physician/licensed practitioner.

ARTICLE 26 **LEAVES OF ABSENCE**

Section 26.1. Disability Leave. If any employee becomes unable to perform the substantial and material duties of his position due to disabling injury, illness, or condition, including pregnancy, he may be given a disability leave of absence not to exceed one (1) year provided the employee makes written request for such leave and furnishes the Employer with satisfactory medical proof. The employee, at his option, may utilize any or all accrued sick leave and vacation leave prior to requesting an unpaid leave.

- A. Once unpaid leave has been requested, paid leave time shall not be requested during the period of the unpaid leave. When the employee is able to return to work, he shall furnish a statement by a physician releasing the employee as able to return to work.
- B. If the employee is unable to return to active work status within the one (1) year period due to the same disabling illness, injury, or condition, the employee will be given a disability separation.
- C. When an employee is ready to return to work, he shall furnish a statement by a physician releasing the employee as able to return to work.

Section 26.2. Employer Required Disability Leave. If the Employer has reason to believe an employee cannot perform the duties of his position, the Employer may require an employee to be examined by a licensed practitioner (excluding social workers), selected by the Employer, at the Employer's expense. The Employer must select a licensed practitioner within twenty-four (24) hours. An employee found to be unable to perform the substantial duties of his position shall be placed on disability leave as described in Paragraph (A) below. Employer required disability leave may be appealed through the grievance and arbitration procedures.

A. **Disability Leave.**

During such times of disability, as specified by a licensed practitioner, the employee will be in an unpaid status unless sick time, vacation leave, or other accumulated paid leave is utilized. Disability leave shall not exceed one (1) year in duration.

Section 26.3. All employees are subject to the Paid Parental Leave provisions contained in Summit County Ordinance 169.22. Paid parental leave shall run concurrently with FMLA leave entitlements.

Section 26.4. Personal Leave of Absence. Upon written request, an employee may be granted, with the discretion of the Employer, an unpaid personal leave of absence for a maximum duration

of six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond six (6) months.

- A. Except for emergencies, the employee shall make a written request for any proposed personal leave of absence at least sixty (60) days prior to the commencement of the desired leave so that the various Sheriff's Office functions may proceed properly.
- B. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave will be terminated upon the reinstatement of the employee from leave. The terminated employee may be considered for other vacancies.
- C. An employee may return to work before the scheduled expiration of leave as requested by the employee and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved leave of absence, such employee, absent extenuating circumstances, shall be removed from his position and shall not receive seniority time for the period of the leave.

Section 26.5. Insurance Coverage. Employees who receive a leave of absence under Section 26.4 shall not receive insurance coverage during such leave. Employees who receive a leave of absence under Sections 26.1, 26.2, 26.3 and 26.9 remain eligible to purchase insurance coverage (COBRA) and to accrue seniority accrual during such leave. In no circumstances, however, does an employee acquire holidays, vacation, or sick leave while in a non-paid status.

Section 26.6. Association Leave. The Employer shall grant leave to employees for attendance at the annual Ohio Labor Council Conference or the Fraternal Order of Police Conference as follows:

- A. The Association President or his designee shall receive up to five (5) days leave with pay.
- B. An additional two (2) employees shall receive up to five (5) days unpaid leave. To accommodate, the Employer may adjust the schedule as necessary to avoid overtime.
- C. Employee delegates must submit a leave request not less than thirty (30) calendar days prior to the conference and the Association must notify the Employer of the dates of the annual conference and the number of employee delegates who intend to attend the annual conference by March 1st of each calendar year. Leave requests shall bear the signature of the Association President or designee as verification that the employee is an authorized delegate.
- D. Employee delegates who are granted unpaid leave may utilize vacation or holiday compensatory time in order to remain in paid status during the leave period.

Section 26.7. Court Leave. The Employer shall grant full pay when an employee is summoned for any jury duty or subpoenaed as a witness (outside the scope of his employment) by any court

or other adjudicatory body as listed in this article. All compensation for such duty may be reimbursed to the Sheriff's Office unless such duty is performed totally outside of normal working hours. An employee released from jury or witness duty prior to the end of his scheduled work day shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those from Workers' Compensation, Unemployment Compensation, and State Employment Relations Board hearings. It is not proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceeding, custody, appearing as directed with juveniles, etc. These absences would be leave without pay, compensatory time, personal leave, or vacation at the discretion of the employee. An employee shall request prior approval for court leave in order for such leave to be granted.

Section 26.8. Military Leave. All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the uniformed services of the United States are entitled to leave of absence from their respective duties without loss of pay for the time they are in the uniformed service, on field training, or active duty for periods not to exceed a total of one hundred seventy-six (176) hours in one (1) calendar year. Employees called or ordered to the uniformed services for longer than one hundred seventy-six (176) hours, for each calendar year in which the employee performed service in the uniformed services, because of an executive order issued by the President of the United States or an act of Congress, is entitled, during the period designated in the order or act, to a leave of absence and to be paid, during each monthly pay period of that leave of absence, the lesser of the following:

1. The difference between the permanent public employee's gross monthly wage or salary as an officer or permanent public employee and the sum of the permanent public employee's gross uniformed pay and allowances received that month;
2. Five hundred dollars (\$500.00).

No permanent public employee shall receive payments under section (B) of this article if the sum of the permanent public employee's gross uniformed pay and allowance received in a pay period exceeds the employee's gross wage or salary as a permanent public employee for that period or if the permanent public employee is receiving pay under section (A) of this article.

After the one hundred seventy-six (176) hours of service for each calendar year the employee is actively in the uniformed service, employees may utilize any vacation time available. If the employee elects to utilize vacation time, the Employer will, upon completion of the military duty, re-credit the employee with an amount of vacation time that is equal to the Employer's obligation as outlined in this section.

In order for the employee to be compensated, the employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty and proof of military wages at the earliest time possible. There is no requirement that the service be in one (1) continuous period of time. Employees are further required to submit to the Employer the order or statement releasing the employee back to work, or any other orders or statements affecting return to work at the earliest time possible.

Employees who are members of the uniformed services will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay, if it exceeds authorized military leave for the year. The leave will cover the official period of the emergency.

Section 26.9. All employees are subject to the Summit County Family Medical Leave Policy.

- A. Injury leave entitlements pursuant to Article 25 shall not be used concurrently with FMLA entitlements.
- B. In the event an employee falls to a zero leave balance and that employee needs to use sick time for a bona fide illness, with documentation from a medical provider, they shall not be disciplined under the employers' abuse of sick leave policy. As evaluated on a case by case basis, not to exceed two (2) pay periods.

ARTICLE 27 **UNIFORMS AND EQUIPMENT**

Section 27.1. Uniformed bargaining unit employees shall be entitled to the uniform allowance in the schedule listed below, pursuant to the Employer's rules, regulations and procedures for the purpose of purchasing and maintaining uniforms and required equipment and whose uniforms meet B.S.S.A. standards and is approved by the Employer:

Uniform Allowance Schedule

Effective for 2020-2022	\$1,700.00
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The uniform allowance will be provided on a purchase requisition system or stipend to the employee. Uniformed bargaining unit employees who elect the voucher system shall be entitled to purchase uniforms anywhere that accepts the County voucher system.

In the pay after January 1st of each calendar year, employees in the bargaining unit shall receive the uniform allowance listed above. Payment shall be made either by voucher or by stipend through payroll. Any employee with one or more years of service who receives the uniform allowance amount and is separated from service for any reason during the calendar year, shall reimburse the Employer through a reimbursement agreement approved by the Employer or through payroll deduction, at the Employer's discretion, upon separation of a one-twelfth (1/12) prorated basis for all remaining months in the calendar year after the date of separation or retirement. Employees having twenty (20) or more years of service with Summit County Sheriff's Office who retire (disability based on a service related illness or injury or age and service) shall not be subject to the proration set forth in this provision.

Plainclothes officers shall be eligible for uniform allowance according to the above schedule for use towards clothing determined by the Employers rules, regulations and procedures, all requests for reimbursement by plainclothes employees must be accompanied by receipts. Uniformed officers shall be permitted to purchase civilian clothes (to be used in court). All requests for

reimbursement by uniformed officers must be accompanied by receipts if the employee has selected the voucher system.

All bargaining unit employees, whether uniformed or plain clothes, shall elect whether or not they wish to receive their uniform allowance in the form of a voucher or a stipend as outlined above. The time window for making this election shall open on the Monday of the 3rd week in November, of each year of the contract, and will close on the last work day in November of that year. Any bargaining unit employee that fails to make an election by the end of the time window shall receive their uniform allowance in the following year by voucher.

Section 27.2. All equipment (including leather, but excluding shoes) purchased by the Employer is the property of the Employer and shall, upon termination of employment of an employee, be returned to the Employer in condition issued, allowing for reasonable wear and tear, prior to the issuance of any final compensation to the employee. Any issued item which is lost by an employee shall either be replaced or paid for at current market value by the employee, at the option of the employee.

Employees who have completed 60 (sixty) months of service with the Employer shall be permitted to keep all equipment purchased with uniform allowance funds upon retirement or voluntary resignation in good standing.

Section 27.3. Equipment and other items not issued or required by the Employer may be utilized or worn only with the permission of the Employer or his designee.

Section 27.4. Should the bargaining unit member electing the voucher system not spend the total uniform allowance as defined in Section 27.1, the unused amount shall be carried over into the following year, and a continuation of carryover shall apply. If on December 15, 2022 an employee has not expended his allowance, such monies shall be returned to the Sheriff's budget.

Section 27.5. The Employer agrees to issue all newly required equipment to all Summit County Sheriff's Office supervisors. Maintenance or replacement will be in accordance with. Article 27.

Section 27.6. Should the employee using the voucher system use more than their allotted amount, they must reimburse the employer through payroll deductions.

ARTICLE 28 **EXPENSES**

Section 28.1. When an employee's duty requires him to travel, the Employer shall reimburse the employee for all reasonable and necessary expenses actually incurred by the employee in the performance of his duty, subject to the Employer's rules and regulations and subject to established limits and rates, upon presentation to the Employer of receipts showing the employee's payment for same.

Section 28.2. When an employee is authorized by the Employer to travel outside of Summit County on official business and to drive his own automobile, the Employer shall reimburse the

employee for all miles driven for official business by the employee in his automobile at the rate established by County Council.

ARTICLE 29 **TRAINING**

Section 29.1. All training required to and authorized for, an employee by the Employer shall be paid for by the Employer. All such required and authorized training shall be counted as time worked, including driving time to and from training sites located outside of Summit County. On multiple-day training sessions, where the employee has been authorized by the Employer to remain at or near the training site overnight, the days in training which do not require travel to the site from Summit County or to Summit County from the site shall be counted as regular work days, not to exceed eight (8) hours.

Section 29.2. The Employer shall pay for all necessary, reasonable, authorized, and approved expenses incident to such training for required meals, lodging, parking, mileage, tuition, and fees in accordance with the provisions of Article 28 of this agreement.

Section 29.3. It is the intent of the Employer to make training available to all employees. Such training shall be Sheriff's Office related, and requests for training shall be in writing and shall not be unreasonably denied.

ARTICLE 30 **SEVERANCE PAY**

Section 30.1. An employee with ten (10) or more years of service with the Employer, or ten (10) or more years of public service with political subdivisions of the State of Ohio, who retires from active service with the Employer shall be paid a percentage of the value of his accrued but unused sick leave in accordance with the below schedule. Payment shall be based upon the employee's rate of pay at the time of retirement.

Ten (10) but less than twenty (20) years of service (i.e. 10-19 completed years of service)	45% of accrual of unused sick leave
Twenty (20) but less than twenty-five (25) years of service (i.e. 20-24 completed years of service)	50% of accrual of unused sick leave
Twenty-five (25) but less than thirty (30) years of service (i.e. 25-29 completed years of service)	60% of accrual of unused sick leave
Thirty (30) or more completed years of service	70% of accrual of unused sick leave

Section 30.2. In case of death of an active employee eligible under Section 30.1, the employee's accumulated sick leave shall be converted to a lump sum payment at the rate described in Section 30.1, payable to the employee's designated beneficiary, or where no beneficiary is designated, to the employee's estate, upon application by the fiduciary of the estate.

Section 30.3. Any bargaining unit employee, upon employment separation from the Sheriff's Office, shall receive a lump sum cash payment for all earned but unused vacation leave, holiday pay, compensatory time, longevity supplement, and any other compensation due the employee for hours worked and overtime. Such payment shall be based upon the employee's rate of pay at the time of separation.

Section 30.4. In case of death of any bargaining unit employee, all payments set forth in Section 30.3 of this article shall be converted to a lump sum payment, based on the employee's rate of pay at the time of the employee's death, payable to the employee's beneficiary previously designated by the employee in writing to the Employer on the official form provided by the Employer. If there is no valid designation of beneficiary, the payment shall be made to the employee's estate, upon application by the executor of the estate.

ARTICLE 31 **NO STRIKE**

Section 31.1. During the term of this agreement, no employee or employees of the Employer shall engage in any concerted work stoppage, slow down, sick out, wildcat strike, or other job action designed to impair or impede the functions of the Summit County Sheriff's Office, or any part thereof.

Any officer or trustee of the Association, upon notice from the Employer of such job action, shall take whatever affirmative steps reasonably within their ability that are necessary to end such job action, and will not, in any fashion or manner, encourage, ratify, condone, suggest, or participate in any such job action.

Section 31.2. Any employee engaging in any such job action shall be subject to immediate discipline, including discharge.

Section 31.3. During the term of this agreement, the Employer shall not lock out any member of the bargaining unit.

ARTICLE 32 **USE OF THE EMPLOYER'S FACILITIES**

Section 32.1. The Union may use the Employer's meeting rooms at 205 E. Crosier Street during non-business hours (other than Monday - Friday, 8:00 a.m. till 5:00 p.m.) and upon forty-eight (48) hours advance notice to the Employer, provided that no other Sheriff's Office meetings, sessions, etc. are previously scheduled.

Section 32.2. The Union shall be responsible for set-up and cleaning of the meeting area, before and after use. Failure to adhere to this provision shall be reason to cancel the provisions of this article for the duration of the agreement.

ARTICLE 33
SHIFT PREFERENCE

Section 33.1. Employees in positions which operate on more than one (1) shift may submit a written request to their Bureau/Division Commander indicating their first and second preferences for shift assignment (which will include generally scheduled days off) during the first two (2) full weeks in November of each agreement year.

- A. Each Bureau/Division Commander shall post a schedule of available shifts during the request period for reference by employees.
- B. Shift preference shall be awarded on the basis of rank seniority. In the event of a tie in rank seniority, the tie breaker is described in Article 15, Seniority.
- C. New shift schedules will begin with the beginning of the first full pay period in January of each year of this agreement.
- D. Should a shift vacancy occur within a given bureau, that shift vacancy (including its generally scheduled days off) shall be offered to the most senior employee in the affected rank assigned to that bureau who had requested but did not receive assignment to the shift during the previous request period. If that employee refuses to accept the shift vacancy (including its generally scheduled days off), it shall be offered to the next most senior employee in the affected rank assigned to that bureau, until the shift vacancy is accepted or the list of eligible employees is exhausted.
- E. If a shift vacancy is created within a given bureau, that shift vacancy (including its generally scheduled days off) shall be offered to the most senior employee in the affected rank assigned to that bureau (roll over process). If that employee refuses to accept the shift vacancy (including its generally scheduled days off), it shall be offered to the next most senior employee in the affected rank assigned to that bureau, until the shift vacancy is accepted or the list of eligible employees is exhausted.
- F. Employees failing for any reason to timely submit a written request indicating their shift preference will be assigned to a shift designated by the Employer.
- G. Requests for shift preference shall be maintained on file until replaced during a subsequent request period as set forth in this section.

Section 33.2. Employees in positions which operate on more than one (1) shift shall not be required to work more than two (2) different shifts as part of their scheduled forty (40) hour work week. The swing/relief (or relief/swing) sergeants shall not be required to change their shifts of work more than one (1) time per week.

Established days off, in order to provide for scheduled relief or other operational needs, the following limitations shall apply:

- A. The frequency of day off changes shall generally be limited as follows:
1. Unless otherwise specified herein, days off for any individual employee will not be changed from those generally scheduled on more than one (1) occasion per month.
 2. Days off for any employee assigned to work in the Glenwood Jail Bureau will not be changed from those generally scheduled on more than one (1) occasion in any pay period.
 3. Days off for any employee assigned to work as either "Relief/Swing" or "a Swing/Relief" position will not be changed from those generally scheduled on more than one (1) occasion in any pay period.
 4. The current practice of two (2) consecutive days off shall remain in effect.
- B. Employees will be provided with at least ten (10) days' notice prior to a scheduled day off change.
- C. The limitations and requirements specified above shall not apply when the Employer must change or days off to accommodate the following scheduling needs:
1. The orientation of newly promoted or newly assigned employees to new duties and responsibilities during established orientation ("break-in") periods;
 2. The temporary assignment of an employee to attend or voluntarily conduct training;
 3. Relief coverage created by the unanticipated, extended absence (more than seven (7) days but not but not to exceed thirty(30) days) of an employee as a result of illness, injury, or separation from employment.
 4. Any extended absences more than thirty (30) days shall be posted as a temporary transfer in accordance with Article 34 of this agreement.
- D. In the event that more than one (1) set of days off are established on a given shift, the senior employee in the affected rank shall be permitted to select his days off of preference. Such selection shall in no way inhibit the Employer's right to adjust days off in accordance with the agreement.
- E. Changes caused by assigned overtime hours in addition to an employee's regular forty (40) hour work week, trading time agreements among employees, etc., will not be considered as day off changes under this agreement.

ARTICLE 34

POSITION BIDDING

Section 34.1. When the Employer determines that there is a position opening in a recognized division of the Sheriff's Office, and the Employer intends to fill the position, a notice of vacancy shall be sent by electronic mail to the employees and posted for seven (7) calendar days prior to filling the vacancy. Such notice shall include the actual work assignment for which the vacancy will be filled, and the normally scheduled working hours for that assignment.

Section 34.2. Interested employees must submit a Show of Interest for the posting using the Summit County electronic mail system. Written applications must be received in the Personnel Department by the close of business on the regular business day (Monday – Friday) prior to the end of the seven (7) calendar day period.

Section 34.3. Vacancies shall be awarded subject to the following conditions:

- A. Job performance, attendance (unexcused absences), review of disciplinary records; as determined by the Sheriff.
- B. Work experience (internal and external), additional skills and abilities, training; as determined by the Sheriff.
- C. If all other factors are relatively equal, as set forth in A & B above, then rank seniority shall prevail.

Section 34.4. The employee who is selected to fill a vacant position under this article shall receive notification of selection and of the anticipated date of reassignment within thirty (30) calendar days after application closing period.

Section 34.5. Bargaining unit members who are more senior than the successful applicant in their position bid shall, upon written request, be notified in writing of the reason(s) for such bid decision.

Section 34.6. If there are no applicants, the vacancy may be filled by the least senior employee within the rank (by rank seniority) specified in the notice of vacancy.

Section 34.7. All vacancies shall be posted and awarded based on the guidelines established above. No vacancies shall be considered exempt except Internal Affairs and Narcotics.

ARTICLE 35

WORK ASSIGNMENTS

Section 35.1. Any member of the bargaining unit who is temporarily assigned to duties of a position with a higher pay range than the employee's own shall be eligible for out of classification pay. This pay adjustment will be based on the compensation for the higher pay classification. Those bargaining unit members who are assigned or otherwise placed in a supervisory position shall be paid at the appropriate supervisor level of compensation. Said pay adjustment shall trigger

after the first hour of assignment in the higher position, at which time the pay adjustment reverts to the first minute of assignment.

Section 35.2. The Employer will notify the Union President or Vice President in writing whenever a bargaining unit employee is temporarily assigned. Such notification will be made within seven (7) calendar days after such assignment is made.

Section 35.3. Temporary work assignments that occur as a result of the absence of another bargaining unit member may, at the discretion of the Employer, last for the duration of the member's absence or ninety (90) calendar days. All other temporary work assignments shall not exceed ninety (90) calendar days.

Section 35.4. When a permanent vacancy occurs, the Employer shall post the position in accordance with Article 34.

Section 35.5. Any member of the bargaining unit who is involuntarily reassigned shall, be notified in writing of the reason(s) for such reassignment.

ARTICLE 36 **SUBSTANCE ABUSE SCREENING**

Section 36.1. All employees are subject to the Counties Substance Abuse Prevention Policy and Procedures which are both attached as Appendixes.

ARTICLE 37 **WRITTEN ORDERS**

Section 37.1. Where determined necessary by the Employer, departmental and division policies and procedures shall be issued in writing and contain the date that they become effective. In the event that such materials are modified or suspended, notification of such action will be made in writing. Such notice shall be distributed to a location accessible to each employee and maintained at such location for a period of at least one (1) year, and incorporated thereafter into revisions of the affected policies and procedures. No employee shall remove such materials from said locations without proper authorization.

ARTICLE 38 **TRADING TIME**

Section 38.1. Trading time means an arrangement whereby one (1) employee voluntarily agrees to work the regularly scheduled, full shift of another employee, with the understanding that the same number of hours will be worked within the same pay period. (Employees may trade either one (1) full shift or two (2) consecutive days of the same shift.) The purpose of this arrangement is to permit employees to attend to personal matters in exceptional circumstances, with the approval of the appropriate supervisor(s).

Section 38.2. Trading time may only occur between employees of equal rank, or between a Captain and a Lieutenant, assigned to the same bureau/division. The trade must occur within the same pay period. Employees desiring the trade must make their request in writing to the bureau/division commander.

Section 38.3. Time traded is paid at straight time, and will not under any circumstances, result in payment of overtime. Time traded is not included in paychecks as additional hours worked.

Should an employee fail to fulfill the terms of the trade, he will be prohibited from entering into a trade agreement for a period of six (6) months from the date the failure occurred. Upon approval of the bureau/division commander or his designee, the employee accepting the trade with the originally scheduled employee shall in effect become the normally scheduled employee for the specific date(s) of the trade and shall be subject to disciplinary consequences for failure to fulfill the agreement.

ARTICLE 39 **PROMOTIONAL PROCEDURES**

Section 39.1. No promotional appointments, excluding promotion to the rank of major, shall be made except in accordance with the testing procedure set forth in this Article.

Section 39.2. All promotions from Sergeant to Lieutenant or Lieutenant to Captain shall come from within the Association and shall be filled from an eligibility list established by procedures set forth in the Article. In order to qualify for promotion, the member must have served in the previous lower rank for a period of not less than (2) two years.

Section 39.3. Promotions shall be based on a promotional examination and/or assessment as selected by the Sheriff to include input by the association with final approval by the Employer.

Section 39.4. The Employer shall maintain an active promotional eligibility list for each rank tested/assessed. The eligibility list will be established based on the highest to lowest scores. In the event candidates achieve the same score, their order will be based upon rank seniority with the most senior listed first and any names thereafter in accordance with seniority status.

Section 39.5. Whenever a vacancy exists in a rank, the Sheriff must select within a reasonable time one of the seven (7) candidates in the event of a Lieutenant opening or one of the top six (6) candidates in the event of a Captain opening. The other candidates not selected for the promotion shall remain in their respective order on the eligibility list and shall be considered along with the next highest candidate when the next promotion is to be made for the list. This procedure shall be followed after each promotion from the list.

- A. Candidates shall remain on the eligibility list until the list expires or is exhausted.
- B. Candidates shall have the right to refuse two separate promotions before being removed from the promotional eligibility list. A candidate who refuses a promotion will

maintain his position on the eligibility list until removed in accordance with this section.

- C. A promotional eligibility list shall expire after one (1) year it is certified unless it is extended up to one additional year at the discretion of the Sheriff.

Section 39.6. Promotions to Major:

- A. Majors shall be promoted from among any bargaining unit member holding the rank of Captain at the sole discretion of the Sheriff. Bargaining unit members promoted to the rank of Major are eligible for all rights set forth in the agreement except as specifically provided herein.
- B. In the event the Sheriff chooses to reduce an employee from the rank of Major to the rank of Captain, he may do so at his discretion and without application of the provisions of Article 10 of the agreement. The reduction in rank of a Major to a Captain cannot be appealed through the grievance procedure set forth in Article 8 of the agreement.
- C. An employee reduced in rank from Major to Captain shall be paid at the appropriate rate of Captain's pay based upon his continuous service as a Captain and Major combined. Seniority for the employees will be determined in accordance with Article 15 of the agreement.
- D. Any employee holding the rank of Major when discharged from employment with the Sheriff's Office shall be afforded the full rights set forth in Articles 9 and 10 of the agreement.
- E. Once promoted to Major, the employee has the right to request a return to the rank of Captain. The return to Captain's rank will be granted to the employee with no negative repercussions. The requested reduction will be granted within sixty (60) days of the request. The job assignment for the employee requesting the return to Captain's rank shall be at the discretion of the Sheriff.

ARTICLE 40
DURATION


Section 40.1. This agreement shall be effective as of January 1, 2020 and shall remain in full force and effect until 11:59 p.m., December 31, 2022.


Section 40.2. If either party desires to modify or amend this agreement, it shall give notice by electronic mail of such intent no earlier than ninety (90) calendar days prior to the expiration date, not later than sixty (60) calendar days prior to the expiration date of this agreement. In the event that no notice is given by either party, this agreement shall be automatically renewed from year to year thereafter.

SIGNATURE PAGE

FOR THE SUMMIT COUNTY SHERIFF



Kandy Fatherec, Sheriff


Donna George, Director of Personnel


Michael Cody, Director of
Administrative/Legal

FOR THE COUNTY OF SUMMIT


Ilene Shapiro, County Executive


Brian Harnak, Deputy Director,
Labor Relations

**Employer Representative For Summit
County Sheriff**


Michael D. Esposito, Chief Negotiator

Approved as to Form


Deborah S. Matz, Director
Department of Law and Risk Management

**FOR THE SUMMIT COUNTY
SHERIFF'S SUPERVISORS' ASSOC.**


Sergeant Douglas Quiner


Sergeant James Rimedio


Sergeant Gregory Taylor


Lieutenant Robert Alderman


Lieutenant Samantha Walker


Lieutenant Jacquetta Hawkins


Captain Donna Nicholas


Chuck Aliff, Staff Representative,
FOP/Ohio Labor Council, Inc.

APPENDIX A

Summit County Sheriff's Supervisors' Association (Wage – Scale for the 2020-2021 Contract)

RANK		2020 - 2021	
SARGENT			
0-1 YR	ANNUAL	\$67,454.40	
7%	B/W	\$2,594.40	
	HOURLY	\$32.43	
1-2 YR	ANNUAL	\$69,347.20	
10%	B/W	\$2,667.20	
	HOURLY	\$33.34	
2+ YR	ANNUAL	\$74,401.60	
18%	B/W	\$2,861.60	
	HOURLY	\$35.77	
LIEUTENANT			
0-1 YR	ANNUAL	\$79,601.60	
7%	B/W	\$3,061.60	
	HOURLY	\$38.27	
1-2 YR	ANNUAL	\$81,848.00	
10%	B/W	\$3,148.00	
	HOURLY	\$39.35	
2+ YR	ANNUAL	\$86,299.20	
16%	B/W	\$3,319.20	
	HOURLY	\$41.49	
CAPTAIN			
0-1 YR	ANNUAL	\$92,310.40	
7%	B/W	\$3,550.40	
	HOURLY	\$44.38	
1-2 YR	ANNUAL	\$94,931.20	
10%	B/W	\$3,651.20	
	HOURLY	\$45.64	
2+ YR	ANNUAL	\$100,089.60	
16%	B/W	\$3,849.60	
	HOURLY	\$48.12	

APPENDIX A (Continued)

MAJOR		
0-1 YR	ANNUAL	\$107,099.20
7%	B/W	\$4,119.20
	HOURLY	\$51.49
1-2 YR	ANNUAL	\$110,115.20
10%	B/W	\$4,235.20
	HOURLY	\$52.94
2+ YR	ANNUAL	\$116,105.60
16%	B/W	\$4,465.60
	HOURLY	\$55.82

LETTER OF INTENT AND UNDERSTANDING
PARENTHETICAL TITLES

It is not the intent nor desire of the Office of the Sheriff to utilize parenthetical job titles in referencing Deputy Sheriff Supervisors.

LETTER OF INTENT AND UNDERSTANDING
ENVIRONMENTAL INSPECTIONS

The Employer agrees to permit the Summit County Sheriffs Supervisor's Association to contract/conduct environmental inspections of its facilities, located at 205 East Crosier Street, at no expense to the Employer after notification by the Association to the Employer. The Association shall provide a copy of all test results to the Employer as soon as practicable after receipt of such test results.

LETTER OF INTENT AND UNDERSTANDING
ASSOCIATION OFFICE SPACE

The Employer agrees that if office space becomes available through expansion or renovation of the Summit County Jail, the Employer will consider the Association's request for office space.

LETTER OF INTENT AND UNDERSTANDING
SUPERVISORY COMPLEMENT (8 HOUR SHIFTS)

Based upon current staffing levels, the supervisory complement in the Corrections Division - Crosier Street Facility will be as follows:

- One (1) Captain or Lieutenant seven (7) days a week per each of the three (3) shifts.
- One (1) Sergeant on the midnight shift seven (7) days a week.
- Two (2) Sergeants on day shift, Monday through Friday and Saturday until noon, except on holidays, at which time there will be one (1) Sergeant on Saturday (afternoon), Sunday, and holidays. In the event a second Sergeant's position is open, a Lieutenant can fill in the position, as long as there is another Lieutenant or Captain as the shift commander. There will be a maximum occurrence of one (1) shift per Lieutenant per pay period.
- Two (2) Sergeants on afternoon shift seven (7) days a week, except on holidays, at which time there will be at least one (1) Sergeant. In the event a second Sergeant's position is open, a Lieutenant can fill in the position, as long as there is another Lieutenant or Captain as the shift commander. There will be a maximum occurrence of one (1) shift per Lieutenant per pay period.
- In the event of a call off, this complement may be reduced to one (1) Sergeant if there are two (2) or more Captain and/or Lieutenants working.

Based upon current staffing levels, the supervisory complement in the Operations Division — Patrol Bureau will be as follows:

- One (1) supervisor seven (7) days a week, twenty-four (24) hours a day (understood as on duty, not on call).

MEMORANDUM OF AGREEMENT
SUPERVISORY COMPLEMENT (12 HOUR SHIFTS)

Now comes the County of Summit and the Summit County Sheriff's Office (Employer) and the Summit County Sheriff's Supervisors' Association (SCSSA) agree as follows:

Beginning January 7, 2019 and during the remaining term of this Agreement, the parties agree to modify the staffing requirements of the Letter of Intent and Understanding-Supervisory Complement to expressly address implementation of twelve-hour SCSSA staffing in the Corrections Division-Crosier Street Facility as follows:

- One (1) Captain or Lieutenant seven (7) days a week per each shift twenty-four hours per day.
- Two (2) Sergeants on duty 0700-1900 Monday through Friday, except on Saturday, Sunday and holidays, at which time staffing may be reduced to one (1) Sergeant.
- One (1) Sergeant on duty 1900-0700 seven (7) days a week.
- The Employer agrees to maintain two (2) Sergeants on duty during periods of inmate activity and while not in lock-up between 1900-2300 hours Monday through Friday. Should inmate programming be increased on Saturday and Sunday, the Employer agrees to maintain two (2) Sergeants on duty while programming activities are being conducted.
- In the event a second Sergeant position is open, a Lieutenant may fill in the vacant position, as long as another Lieutenant or Captain is on duty as the shift commander. There will be a maximum occurrence of one (1) shift per Lieutenant per pay period.
- In the event of a call off, this complement may be reduced to one (1) Sergeant if there are two (2) or more Captain and/or Lieutenant working.

Based upon current staffing levels, the supervisory complement in the Operations Division-Patrol Bureau will be as follows:

- One (1) supervisor seven (7) days a week, twenty-four (24) hours a day (understood as on duty, not on call).

LETTER OF INTENT AND UNDERSTANDING
POLITICAL ACTIVITY

Now comes the County of Summit and the Summit County Sheriff's Office (Employer) and the Summit County Sheriffs Supervisor's Association (SCSSA) and Ohio Labor Council ("Union") and agrees as follows:

Members of the SCSSA bargaining unit are permitted to participate in partisan political activities, seeking elected office as long as the activities do not conflict in any manner with any Summit County political office or activities; any goals or programs, and do not conflict, interfere, or disrupt their employment in any manner with Summit County. Such conflicts may result in a request to refrain from such activities. A refusal may result in dismissal.

MEMORANDUM OF AGREEMENT
SUCCESSION TRAINING

Now comes the County of Summit and the Summit County Sheriff's Office (Employer) and the Summit County Sheriff's Supervisors' Association (SCSSA) agree as follows:

During the term of this Agreement the parties agree to meet at a mutually agreeable time to discuss Article 34 Position Bidding and a succession training program that incorporates cross-training. The parties will meet within thirty (30) days of execution of this Agreement to establish the committee composition and meeting dates.

MEMORANDUM OF UNDERSTANDING
2020 LUMP SUM PAYMENT

This Memorandum of Understanding is entered into by the Summit County Sheriff (hereinafter referred to as the "Employer") and the Fraternal Order of Police/Ohio Labor Council, Supervisors Unit (hereinafter referred to as the "Union").

Due to the uncertainty of the County's financial health in the year 2021 and in an attempt to maintain staffing levels, the Employer and Union hereby agree to the following with regard to the wage rates for the year 2021. Bargaining unit wage rates shall remain unchanged from the 2020 rates that are set forth in Article 18, Wage Ranges and Compensation. In consideration of this and in recognition of bargaining unit members service during the COVID-19 pandemic and close interaction with individuals who may present a risk of COVID-19 transmission, additional duties relative to sanitization, tactical adjustments in responses, and other factors relative to the pandemic, the parties agree as follows:

1. The parties agree that each bargaining unit member shall receive a one-time lump sum payment based on a specified percentage of their respective annual salary as set forth in Article 18 of the Agreement.
2. The lump sum percentage shall be as set forth below and the lump sum payment shall determined by multiplying the percentage below times the bargaining unit members' annual salary set forth in Article 18 and Appendix A:

SERGEANT	% of Annual Salary
0-1	5.93%
1-2	5.77%
2+	5.38%
LIEUTENANT	
0-1	5.03%
1-2	4.89%
2+	4.64%
CAPTAIN	
0-1	4.33%
1-2	4.21%
2+	4.00%
MAJOR	
0-1	3.73%
1-2	3.63%
2+	3.45%

3. Said payment shall be made within thirty (30) days following ratification of this MOU by the parties. The employee must be employed at the time the payment to receive said payment.

Notwithstanding the aforementioned provisions concerning the year 2021, the parties specifically agree that should other County Charter Group personnel (i.e., 169 Offices (bargaining and non-bargaining): Clerk of Courts, Engineer, Executive, Fiscal, Prosecutor, Sheriff) be granted a voluntary general wage increase or hourly adjustment for the year 2021 (meaning an award that does not result from the dispute resolution process of R.C. 4117 [i.e., fact-finding or conciliation]), then the rank differential will be activated for the year 2021 and members of this bargaining unit shall be afforded those increases as are applicable for the year 2021 based on that differential for 2021 and beyond.

MEMORANDUM OF UNDERSTANDING
2020 LUMP SUM PAYMENT PARITY

The parties agree that should the Deputies' bargaining unit receive a larger lump sum payment in 2020 than the Supervisors' bargaining unit then the Supervisors' bargaining unit shall receive the difference between the amount awarded to the Deputies and the amount received by the Supervisors pursuant to the parties' MOU. Such difference shall be calculated to include any roll-up costs (i.e. pension, etc.) that may be incurred by the Employer in making the payment.