

**A COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

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

**AND**



**THE SUMMIT COUNTY SHERIFF'S OFFICE  
(DEPUTIES' UNIT)**

**EFFECTIVE: January 1, 2023**

**EXPIRES: December 31, 2025**

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## **ARTICLE 1**

### **AGREEMENT/PURPOSE**

Section 1.1. This agreement, entered into by the Summit County Sheriff, hereinafter referred to as the “Employer,” and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the “FOP” or the Union, representing full-time Deputy Sheriffs, hereafter referred to as “employees,” 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 SEVERABILITY**

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 to be 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 9.8 of this agreement. Each party will then present their proposed language 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.

Section 2.3. The parties are subject to the requirements of any applicable consent decree and/or court order and/or BFOQs relative to the assignment of employees within the divisions of the Sheriff’s Office notwithstanding any contrary or conflicting provision in this Agreement.

**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 provisions of this agreement may be suspended, except those provisions establishing rates of compensation.

Section 3.2. Any disastrous or emergency event shall, however, be deemed to have ended no later than thirty (30) days after the date of suspension of the agreement, and reimplementation of the agreement will immediately begin.

Section 3.3. Once such disastrous or emergency event has ceased, there shall be a grace period, not to exceed twenty-one (21) days, in which all suspended terms of this agreement shall be re-implemented.

**ARTICLE 4**  
**NON-DISCRIMINATION**

Section 4.1. The Employer and the FOP agree not to unlawfully discriminate against any bargaining unit employee with respect to compensation or terms and conditions of employment, or because of such individual's race, color, creed, religion, sex, sexual orientation, age, national origin, marital status, non-disabling handicap, political affiliation, or membership or non-membership in the FOP. 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. 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 FOP as the sole and exclusive representative for all full-time employees in the classification of Deputy Sheriff. The FOP 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, supervisory employees, confidential employees, seasonal and casual employees, all other employees excluded by the Ohio Collective Bargaining Act, and all other employees in other collective bargaining units are specifically excluded from the bargaining unit described in Section 5.1.

**ARTICLE 6**  
**DUES DEDUCTION**

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

Section 6.2. Deduction Timing/Authorization. The Employer agrees to deduct FOP membership dues at least on a biweekly 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 FOP 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 FOP/OLC, 222 East Town Street, Columbus, Ohio 43215-4611, with the Employer providing a list of those employees for whom deductions have been made.

Section 6.3. Notification/Union Roster. The Employer will notify the FOP Associate/Bargaining Unit Chairperson of any new hires or departures (i.e., separation, transfer to a position outside of this bargaining unit, layoff, or unpaid leave of absence) from bargaining unit positions in writing or via electronic mail as soon as practicable following such action or within thirty (30) days of a request being made.

Section 6.4. Indemnification. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of FOP dues. The FOP 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 FOP, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP.

Section 6.5. Discontinuance of Deductions. The Employer shall be relieved from making individual "check-off" deductions upon an employee's: (1) separation from employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; or (4) an unpaid leave of absence.

Section 6.6. Deduction Exceptions. The Employer shall not be obligated to make dues deductions from any employee who, during any pay periods involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of FOP dues.

Section 6.7. Authorization/Revocation. 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/electronic revocation of the dues deduction authorization to the Employer or his designee. Should the Employer receive notification from the bargaining unit member of his request to withdraw, it shall notify the Union in writing or electronically as soon as practicable thereafter, but no later than thirty (30) days.

## **ARTICLE 7**

### **FOP REPRESENTATION**

Section 7.1. Non-employee representatives of the FOP shall be admitted to the Employer's facility 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 Bargaining Unit Chairperson, or designee, shall be on full Administrative release time, for purposes of contract administration and other official union business related to the bargaining unit. Administrative time shall be considered paid time for purposes of this provision.

Section 7.3. At the conclusion of the term as Bargaining Unit Chairperson, the employee shall return to the shift and assignment held at the time of election to Bargaining Unit Chairperson, unless otherwise mutually agreed.

Section 7.4. Benefits Resource Officer. One (1) bargaining unit member shall be appointed by the OLC as the Benefits Resource Officer. This person shall assist all retiring members (of both units) in the processing of retirement applications. Additionally, this person shall attend any/all meetings, hearings, or conferences conducted by P.E.R.S. or other retirement groups, the OLC, Ohio FOP, or Attorney General's Office as necessary to maintain proficiency in processing retirement applications. All activities related to this function, including meeting with the members who are applying for retirement, shall be considered time worked. Upon execution of this Agreement, the OLC will advise the Employer as to the name of the Benefits Resource Officer and shall keep the Employer advised at all times as to any changes in the person holding that position. The provisions of this section shall be suspended in the event of an emergency as defined in Article 3.1 of this Agreement. The selected individual will be released a total of eight (8) hours weekly to perform his/her duties as a Benefits Resource Officer, and a total of two (2) times per month or sixteen (16) hours to attend board meetings in Columbus. Every six (6) months there will be a review/assessment of the usage of the release time to determine if it sufficiently meets the needs of the job duties. At the conclusion of the term as Benefits Resource Officer, the employee shall return to the shift and assignment held at the time of the assignment to Benefits Resource Officer unless otherwise mutually agreed.

Section 7.5. Contract Negotiating Committee Release. The Employer will release up to five (5) members of the bargaining committee to attend negotiation sessions for contract negotiations.

Section 7.6. Any employees other than those designated in Article 26.5 (FOP Leave) who desire to take vacation time in order to attend the FOP Annual State Conference, the FOP Bi-Annual National Conference, or the Ohio Labor Council Annual Conference, may apply for vacation leave in accordance with Article 22 of the Collective Bargaining Agreement between the parties. Any such requests for leave may be approved or denied by the Employer in accordance with Article 22.

## **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 of 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.

Nothing in this agreement shall operate, or be interpreted to operate, in any fashion which impairs the Employer's rights as outlined above. The Employer specifically reserves all rights and privileges not specifically identified or impaired 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. Definition.** The term "grievance" shall mean an allegation by a bargaining unit employee or the Union that there has been a breach, misinterpretation, or improper application of the terms 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. Group Grievances.** A grievance, under this procedure, may be filed by any member of the bargaining unit. Where a group of bargaining unit members desires to file a grievance involving a situation affecting more than one (1) member of the bargaining unit in a similar manner, the Bargaining Unit Chairperson 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. Grievance Processing/Time Limits. 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 and may then be processed to the next step of the procedure in accordance with the applicable time limitations. 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. Grievance Contents. 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. Appropriate Step for Initiating Grievances. 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. Procedure. 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 Grievance Committee**

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 thirty (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. The panel consists of:

1. Dennis Byrne
2. Robert Stein
3. Jenifer Flesher
4. Jonathan Klein
5. Harry Graham
6. Jerry Sellman
7. Howard Silver

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. Arbitration Process/Authority of the Arbitrator. 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. Fees/Expenses. 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 9.11. Witnesses/Subpoenas. 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 9.12. Decisions. 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 agreed otherwise. The decision of the arbitrator shall be final and binding upon the parties.

## **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.
- F. suspension of record (i.e., working suspension).

An employee who is given a suspension of record (i.e., working suspension) shall be required to report to work to serve the suspension and shall be compensated at the applicable wage for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

Section 10.2. Predisciplinary Hearing. Whenever the Employer determines that an employee may be disciplined for just cause that could result in suspension, reduction, or termination, a disciplinary hearing 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. Disciplinary hearings, if any, 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. Disciplinary hearings will be conducted by a neutral hearing administrator 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 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 disciplinary hearings.

At the disciplinary hearing, the neutral hearing administrator 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 may be represented by any person he chooses. The employee shall provide a list of witnesses and the name and occupation of his representative, if any, 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 neutral hearing administrator concluding whether or not the alleged misconduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the neutral hearing administrator'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 continue to pay the employee's insurance premiums during the leave of absence.

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 – 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 – 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 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 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 is within the discretion of the Sheriff or his designee.

After elapsing, and upon the 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 FOP 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. 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. Employee Access. 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 11.2. 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 processed 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 by writing via electronic email, 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 employee's 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 provided with a written description of the documents copied, and shall, upon written request 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 11.3. 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 question; 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 11.4. Anonymous Complaints. 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 11.5. Performance Evaluations. Performance evaluations are considered to be a part of the personnel record and are subject to the provisions of Section 11.3 above. The Employer shall require the employee to sign performance evaluations, signifying only that the employee has been afforded an opportunity to review the evaluation. A copy of the evaluation shall be provided at the time the employee's signature is required.

## **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 up to four (4) employee representatives for the FOP and up to four (4) employee representatives of the Employer. This does not restrict additional representatives from the FOP/OLC or non-employee representatives from attending. The committee shall meet during the fourth week of March, June, September, and December of each agreement year, unless otherwise mutually agreed, to discuss pending problems and to promote a harmonious relationship.

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 meeting shall be to:

- A. discuss the administration of this agreement;
- B. notify the FOP of changes made by the Employer which affect bargaining unit members of the FOP;
- C. disseminate general information of interest to the parties;
- D. discuss ways to increase productivity and improve effectiveness;

- E. 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 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 FOP. Bulletin boards will be furnished by the FOP and erected by the Employer. Bulletin boards may be shared with the Supervisors' Association (S.C.S.S.A.).

Section 13.2. All FOP notices of any kind posted on the bulletin board shall be signed, dated, posted, or removed by the FOP representative. FOP notices related to the following matters shall be posted without the necessity of receiving the Employer's prior approval:

- A. FOP recreational and social affairs;
- B. notice of Union meetings;
- C. Union appointments;
- D. notices of FOP elections;
- E. results of FOP elections;
- F. reports of non-political standing committees and independent non-political arms of the FOP; and
- G. non-political publications, rulings, or policies of the FOP.

Section 13.3. All other notices of any kind not covered by "A" through "G" above must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the FOP bulletin boards at any time which contain 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 13.4. Upon the request of the Employer, or his designee, to the FOP Chairperson, or his designee, the FOP 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 FOP 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.

Section 13.5. The Employer shall provide a mailbox for use by the FOP.

Section 13.6. The Employer shall provide a locker in both the men's and women's locker room for use by the FOP.

## **ARTICLE 14** **PROBATIONARY PERIODS**

Section 14.1. Probationary Period/Extension. Every newly hired employee 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 who has lost work time due to illness or injury shall have his probation period extended by the length of the illness or injury. A new hire probationary employee may be terminated any time during his probationary period and shall have no right to appeal the termination under this agreement. In all non-disciplinary matters, the probationary employee is entitled to Union representation including the grievance procedure.

Section 14.2. Scheduling/Shift Changes During Probation. Every new hire will be assigned to each shift during the probationary period. Probationary employees may be reassigned to different shifts no more than three (3) times during such probationary period. Such probationary employees will receive fourteen (14) calendar day notice prior to the change in shifts.

Section 14.3. Failure of Promotional Probationary Period. An employee promoted out of the bargaining unit who fails to satisfactorily complete the promotional probationary period shall be returned to a bargaining unit position if his employment is continued, but the employee's bargaining unit seniority shall be considered broken per Article 15, Seniority.

## **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. Seniority Defined/Breaks in Service. Seniority shall be defined as the uninterrupted length of continuous service as a full-time Deputy Sheriff in the employ of the Summit County Sheriff. The criteria for determining the employee with more seniority among



two (2) or more employees hired on the same date shall be a coin toss between the employees, or a drawing of lots.

- I. The following situations shall not constitute a break in continuous service:
  - 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.
- II. The following situations constitute breaks in continuous service for which seniority is lost:
  - a. discharge or removal for just cause;
  - b. retirement;
  - c. layoff for more than three (3) years;
  - 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.

Section 15.3. Seniority List/Posting. The Employer shall post a seniority list, once every six (6) months, on the department bulletin board or electronic server showing the continuous service of each employee. One (1) copy of the seniority list shall be made available to the FOP.

## **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 thirty (30) calendar days in advance of the effective date of the layoff. The Employer, upon request from the FOP, agrees to discuss, with representatives of the FOP, the impact of the layoff on bargaining unit employees. Any layoff in the bargaining unit shall be instituted in accordance with seniority, as defined in Article 15 of this agreement.

An employee laid off from a bargaining unit position may, at his option, displace a permanent part-time or intermittent employee in the same classification. Failure to bump or failure to

accept a recall to a part-time or intermittent position shall not jeopardize an employee's recall rights to a full-time position.

Whenever an employee is reassigned to another position as a result of layoffs in the bargaining unit, the Employer will make such reassignments from bureaus/units in the inverse order of seniority.

Section 16.2. 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 are presently 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 16.3. 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 16.4. 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.

## **ARTICLE 17**

### **HOURS OF WORK AND OVERTIME**

Section 17.1. Work Schedule/Assignment/Notice. Each employee's work schedule and assignments shall be determined by the Employer. Schedules and assignments shall be posted at least fourteen (14) calendar days in advance of the effective date.

Section 17.2. Work Week/Work Period for Contractual Overtime. The standard work period for employees scheduled for eight (8) or ten (10) hour shifts shall consist of forty (40) hours in a seven (7) calendar day period, inclusive of roll call. For those employees on twelve (12) hour shifts, the standards 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 the eighty (80) 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. Contractual Work Period. The seven (7) day work period shall consist of seven (7) consecutive twenty-four (24) hour days, commencing at 00:01 a.m. hours on Monday and ending at 24:00 p.m. hours on the following Sunday. The fourteen (14) day work period shall consist of fourteen (14) consecutive twenty-four (24) hour days, commencing at 00:01 a.m. hours on Monday and ending at 24:00 p.m. hours on Sunday, fourteen (14) days later.

Section 17.4. Corrections Division-Breaks. Employees assigned to the Corrections Division shall receive a twenty (20) minute paid break (relief) from said duty, and such break shall be scheduled by the shift commander. An employee who must work overtime hours which abut his normal shift of duty and will be for four (4) hours or more shall be provided with an additional twenty (20) minute paid break (relief) from said duty within the first two (2) hours of the overtime period at a time scheduled by the shift commander.

Section 17.5. Pyramiding/Minimum Increments/Hours Worked Defined. There shall be no duplication (pyramiding) of overtime for the same hours worked or for premium hours paid (i.e., court time, call-in, etc.). Overtime shall be calculated in one- tenth (1/10) hour increments. Only hours actually worked or pre-approved vacation or holiday compensatory leave taken in a work period shall be considered hours worked in the work period for the purpose of determining overtime eligibility and payment. Work schedules shall not be established or changed to avoid overtime, but for efficient operations. In addition to the above, paid jury leave in accordance with Article 26.6 shall also be considered hours worked.

Section 17.6. Overtime Procedure. When the Employer determines (with sufficient notice – meaning having at least two [2] hours notice) that it is necessary to work employees beyond their scheduled shift, the Employer shall select employees from within the division requiring the overtime or temporary reassignment who are qualified to perform the assignment on a rotating basis, subject to the following conditions (all employee RO Requests will be called into the designated area for record keeping purposes):

- A. The Employer shall offer the overtime to the most senior employee, etc., until accepted. The Employer shall offer the next occasion of overtime to the employee who is next most senior to the employee who last accepted overtime, until exhausting all employees on the shift and returning to the most senior employee. Should two (2) or more employees desire to work the overtime, the most senior employee will be selected. First preference to work the overtime will always be offered to employees in the classification where the overtime originated.
  - 1. An “On Call” list shall be established consisting of those deputies outside the classification from which the overtime originated who wish to be considered for voluntary overtime. Such list shall be maintained and updated quarterly by the Bargaining Unit Chairman or designee and given to the Shift Commander with copies made available to the employees.
  - 2. The “On Call” list shall be paged for a time frame of thirty (30) minutes at which time the procedure set forth in Subparagraph (A) shall be followed.
- B. Mandatory Overtime. In the event no employee accepts overtime as provided in subparagraph (A) of this section, the least senior employee shall 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, shall be required to work overtime until exhausting all

employees on the shift in inverse order set forth in subparagraph (A) of this section, 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 or regular days off abutting pre-approved leave if the employee was working as a result of voluntary overtime outside their classification.
  2. An employee shall not be ordered over more than one (1) time in a seven (7) calendar day period, or more than two (2) times in a fourteen (14) calendar day period absent extenuating circumstances.
  3. To the extent practicable, employees shall be ordered over on an equal basis in a calendar year.
  4. If the employee is working a voluntary shift, they cannot be ordered to continue working on overtime abutting the voluntary shift that is being worked.
  5. All overtime lists (order/offer/on call) shall restart annually in accordance with Article/Section 32.1(E).
  6. All such lists shall be followed by columns (see attached Appendix B).
- C. Short Notice Overtime. It shall not be necessary for the Employer to follow the procedure set forth in this section in selecting employees to work overtime when the Employer does not have sufficient notice of less than two (2) hours of the necessity for such overtime.

#### 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 (1 1/2) 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). 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 comp time 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.

Section 17.8. The Employer will not hold/order over an employee for purposes of overtime when there is an Employer ordered appointment that conflicts with the overtime period.

Section 17.9. Remedy for alleged Violations of 17.6 (Overtime Offering). In the event an employee is bypassed for an overtime opportunity due to a misapplication of Section 17.6, the sole remedy shall be limited to the bypassed employee having the next available overtime slot being offered to him/her.

Section 17.10. The Employer and the Union agree to meet annually in July to discuss any problems or concerns with the overtime selection procedure which may be adjusted by mutual consent. Such meeting can be waived by mutual consent of the Employer and the FOP Bargaining Unit Chairperson or designee.

Section 17.11. 12-Hour Shift Posting. In the event there are twelve (12) hour shifts posted at the Corrections Division during the term of this agreement, the rotating eight (8) hour shift will be posted within the twelve (12) hour established shift, which may include an A and B shift.

## **ARTICLE 18** **WAGES AND COMPENSATION**

### Section 18.1.

Effective January 1, 2023, the base wage rate for all bargaining unit members in each pay range shall increase by four percent (4.0%).

Effective July 1, 2023, \$1.00 per hour equity adjustment to each step of the schedule on the basis of the present law enforcement labor market and acute hiring and retention issues with the SCSO. This should not be construed as a general across the board wage increase as it is an equity adjustment due to the above criteria.

Effective January 1, 2024, the base wage rate for all bargaining unit members in each pay range shall increase by three and one-half percent (3.5%)

Effective January 1, 2025, the base wage rate for all bargaining unit members in each pay range shall increase by three percent (3.0%)

(see attached Appendix A).

Section 18.2. Bi-Weekly Paychecks. Employees shall be paid on a biweekly basis.

Section 18.3. Wage Schedule Administration. Generally, bargaining unit members will advance through the wage schedule following each time-based step/anniversary date of employment as a

Deputy Sheriff with the Employer. At the discretion of the Employer, a newly hired employee may be placed at or elevated to a wage step commensurate with such employee's prior certifiable experience, special skills, and/or licensure qualifications. The step placement shall be made at the sole and exclusive discretion of the Employer and is not subject to the grievance procedure or any other avenue of appeal. Following placement at an advanced step, the member would be entitled to movement to the next step after serving one (1) year in that step. The Employer will not bring in an employee at a rate in excess of the top rate on the schedule. Additionally, placement on the wage schedule does not apply to seniority or any other contractual benefits.

Section 18.4. Longevity. Effective January 1, 2011, bargaining unit members shall receive, as a one (1) time per year payment, a longevity stipend for their years of continuous service as a full-time Deputy Sheriff with the Employer, in accordance with the following schedule:

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

Payment of longevity shall be made in the pay period which follows an employee's anniversary date.

## **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 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 1/2) 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 overtime rate for 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, when 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 levels as are provided to all other County Charter Group personnel (i.e., 169 Offices (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 prescription co-payments, co-insurance, eligibility requirements, and other terms and conditions of coverage set forth in the plan.

Section 20.2. 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 and thirty dollars (\$130.00) per pay in 2023 through 2025.

Section 20.3. 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 20.4. 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 twenty (120) days.

Section 20.5. Opt-out Incentive Payment. 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, 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  
Juneteenth  
July 4th (Independence Day)  
Labor Day  
Columbus Day  
November 11th (Veterans' Day)  
Thanksgiving Day  
Day after Thanksgiving Day  
December 24 (Christmas Eve)  
December 25th (Christmas Day)  
Three (3) Personal Days

**Section 21.2.** 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. Holiday compensation shall coincide with the length of the employee's scheduled shift. All holidays are observed on their actual date of observance. 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.

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

**Section 21.3.** Bargaining unit employees shall be granted three (3) personal leave days. Requests for such leave shall be made at least ten (10) calendar days in advance of the date



desired. Personal leave days not utilized within the calendar year will be forfeited. The only exception shall be that any personal leave day requests that are unreasonably denied shall result in the personal leave day being paid off at the end of the calendar year at the employee's normal hourly rate of pay.

Section 21.4. Holiday compensatory time to an employee's credit as of December 1<sup>st</sup> 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 compensatory 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. Effective January 1, 2008, employees shall 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 Completed

Rate of Accumulation	3.1 hours per pay period
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B. Five (5) Years Of Service, But Less Than Ten (10) Years Completed

Rate of Accumulation	4.6 hours per pay period
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C. Ten (10) Years Of Service, But Less Than Fifteen (15) Years Completed;

Rate of Accumulation	6.2 hours per pay period
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D. Fifteen (15) Years Or More Of Service Completed

Rate of Accumulation	7.7 hours per pay period
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Section 22.2. Vacation leave accrues while on vacation, paid military leave, and sick leave. No vacation is earned while an employee is in 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 make available a vacation calendar in each division/bureau by December 15. The Employer will individually schedule each employee by seniority to indicate all first requests on a master vacation calendar for each division/bureau at which time the Employer will either approve or deny such requests after the selection process is verified. Such requests shall be honored on the basis of the employee's seniority with the Employer, subject to the following limitations and exceptions:

- A. December 15<sup>th</sup> through January 15<sup>th</sup> is the employee's first preference requests time period.
  - 1. Vacation requests made during the request period shall be made in minimum increments of one (1) working day. (Working day is defined as the length of the employee's scheduled shift.)
  - 2. Employees can request time off from January 1<sup>st</sup> through January 31<sup>st</sup> of the following year on which they prefer to use the annual (yearly) accruable vacation based on Section 22.1.
  - 3. Such requests shall be honored on the basis of the employee's seniority with the Employer.
  - 4. The employee's first preference request, once approved by the Employer, cannot be cancelled by the employee unless the employee has a lack of leave time due to the fact they have exhausted their paid leave under the FMLA or a disability leave or as otherwise approved by the Division Commander.
- B. January 15<sup>th</sup> through January 31<sup>st</sup> will be the employee's second preference request period.
  - 1. Vacation requests made during the request period shall be in minimum increments of one (1) working day.
  - 2. Employees can request time off from January 1<sup>st</sup> through January 31<sup>st</sup> of the following year with the time that they have already accrued as of January 1<sup>st</sup>.
  - 3. Such requests shall be honored on the basis of the employee's seniority with the Employer.
- C. Employees who follow an administrative schedule shall make vacation requests during the vacation scheduling period in minimum increments of one (1) calendar work week of forty (40) hours (12:01 am Sunday through 11:59 p.m. Saturday in accordance with Section 17.3).

1. Employees who follow an administrative schedule may request their first and second vacation preferences during the vacation scheduling period as follows:

(5) weeks earns one hundred twenty (120) hours first preference request

(4) four weeks earns eight (80) hours first preference request

(3) weeks earns forty (40) hours first preference request

“Administrative Schedule” shall mean employees who normally work a weekly schedule and are not normally relieved by another employee or employee from another shift.

- D. Vacation requests submitted after January 31<sup>st</sup> shall be honored solely on the basis of order of application, and no seniority rights to preferred dates shall exist.
- E. Vacations are scheduled and approved in accordance with the work load requirements of the Employer.
- F. An employee who has received approval of his vacation request, and is subsequently reassigned, adjusted, has a change of shift or days off, shall not lose his right to that approved vacation period.
- G. 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.
- H. Vacation shall not be involuntarily scheduled.
- I. The Employer and the Union agree to meet annually in November to discuss any problems or concerns with the vacation selection procedure which may be adjusted by mutual consent. Such meeting can be waived by mutual consent of the Employer and the FOP Bargaining Unit Chairperson or designee.

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 Employer. 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. In the event that a previously approved vacation period becomes available due to the attrition of another employee from within their assigned division, the Employer will post a notice within the division of that availability. Thereafter, any appropriate employee within the division may apply for vacation leave during the affected period in accordance with Section 22.3.

If, after the posting of the notice, more than one (1) employee applies for such leave and one (1) of the applicants had also previously applied for, but been denied leave during the seniority preference period, the original application will be considered (within reason) as the date of request relative to the order of application.

Section 22.7. 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 1<sup>st</sup> of each year and shall be notified of such approval or disapproval by November 15<sup>th</sup>.

## **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. Definitions.

- A. "Occasion" is defined as sick leave taken in half-shift increments or more, but less than three (3) days.
- B. "Occurrence" is defined as three (3) 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. If a member is sent home by a supervisor who considers the member too sick to be at work, this shall not constitute an unexcused absence. Consistent demonstrable periods of sick leave usage may indicate a pattern of abuse. 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.

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 that stands in place of a parent (loco parentis) or domestic partner as defined in Summit County Ordinance 169. Further, immediate family shall 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/her 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 three (3) occasions in a calendar year or for three (3) or more consecutive work days, a certificate from a licensed physician, dentist, or other licensed practitioner may be required by the Employer, unless the employee has been approved for FMLA. The practitioner's statement must note that the employee was either in the practitioner's office in order to receive medical treatment, 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, 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. Anytime the Employer believes an employee may be abusing or misusing sick leave, they shall notify the employee in writing.

1. The Employer will schedule a meeting with the employee and his Union Representative and discuss the sick leave problem.
2. The Sheriff or his designee may require the employee for the remainder of their evaluation period, to produce a medical leave form, provided by the employer, for all subsequent occasions of sick leave usage.
3. Injuries, illnesses, or conditions after an employee has five (5) unexcused absences properly certified and documented as a “serious medical condition” under the FMLA are exempt from this section. Injury leave and workers compensation leave is likewise exempt.

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

Section 23.8. The Employer agrees to permit a full-time employee to take five (5) personal/sick days per calendar year, with such time being deducted from the employee’s available sick leave balance. Requests for personal/sick leave days are scheduled and approved in accordance with the workload requirements of the Employer. Personal/sick leave days not taken during the calendar year do not carry over to the following calendar year. Personal/sick leave days taken by the employee shall not be counted as an unexcused absence.

Section 23.9. Sick Leave Abuse. Employees who use sick leave in an unexcused manner will be subject to discipline under the following schedule based on the evaluation period (i.e., twelve (12) month annual time period following the completion date of the initial probationary period).

4 <sup>th</sup> unexcused absence	Informal Counseling/Meeting [23.6(1)]
5 <sup>th</sup> unexcused absence	Performance Discussion
6 <sup>th</sup> unexcused absence	Written Warning
7 <sup>th</sup> unexcused absence	Written Reprimand
8 <sup>th</sup> unexcused absence	8-24 Hour Suspension/Suspension of Record
9 <sup>th</sup> unexcused absence	80 Hours to Termination

An unexcused absence is defined as sick leave used without documentation. Sick leave will be considered to be unexcused if said documentation is not provided by the end of the pay period in which the sick leave was used or fourteen (14) calendar days following the sick leave use.

It is understood and agreed that employees will be charged with an unexcused absence for each unexcused use of sick leave. It is further understood that any unexcused use of sick leave for a consecutive time period is considered one unexcused absence. For example; an employee would only be charged one (1) unexcused absence for an unexcused absence of two (2) consecutive days.

**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, sister, sister-in-law, brother, brother-in-law, daughter-in-law, son-in-law, grandchild(ren), grandparents, step-parent, half-brothers, half-sisters, aunts, uncles, nieces, nephews and 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 funeral leave.

**ARTICLE 25**  
**INJURY LEAVE**

Section 25.1. In the event of an occupational injury incurred as a direct result of performing an assigned or sworn function within the scope of the employee's authority, said employee shall be entitled to up to, but not more than one thousand eighty hours (1080) hours of injury leave. An employee injured as a direct result of performing an assigned or sworn function within the scope of the employee's authority will be paid for any overtime incurred as a result of being required to go to a medical facility. Overtime will be paid until such time as the employee is discharged or formally admitted to the hospital, not to exceed three (3) hours of overtime (4.5 hours of straight time).

Section 25.2. To apply for and/or receive any benefits under this article, the employee shall first make application for workers' compensation benefits and complete a "reimbursement agreement" (attached to this agreement as an exhibit).

Written application shall then be made to the Employer or his designee accompanied by the "reimbursement agreement" and a certificate from a licensed physician stating that the employee is unable to work and that such disability is a result of the duties of the employee.

Section 25.3. Upon receipt and approval of the employee application, the Employer shall place the employee on injury leave, retroactive to the first day the employee was unable to report to work as the result of the injury.

- A. When workers' compensation begins making payments, the employee shall submit payments received to the Employer. The Employer shall credit the employee's sick time utilized while the claim was pending with the Bureau of Workers' Compensation within thirty (30) days of receipt of payment.
- B. Once, however, an employee has been determined as partially or totally disabled by the workers' compensation department, or after approved injury leave has been concluded

and reimbursement made for all hours permitted, all payments received thereafter shall be retained by the employee.

Section 25.4. There shall be no deduction of sick leave from the employee unless the request for workers' compensation benefits is disallowed, and such deduction shall be for all time off taken for any claim of injury under Section 25.2.

## **ARTICLE 26** **LEAVES OF ABSENCE**

Section 26.1. Disability Leave. If an 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. A medical examination may be required to show that the employee has sufficiently recovered from the disabling illness or injury; however, the Employer shall bear the cost of said examination.
- D. Pursuant to the recall procedure in Article 16, an employee on a layoff status may be temporarily returned to work as a replacement for an employee on a leave of absence as stated herein. If the employee that is on the leave of absence returns to employment, then the replacement employee may be returned back to layoff status for the remainder of the original layoff period as set forth in Article 16.

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 (for physical disabilities) or psychiatrist (for mental disabilities), selected by the Employer, at the Employer's expense. The bargaining unit employee shall be placed on paid administrative leave status beginning when the Employer notifies the employee and the Union, in writing, that the employee will be referred for a fitness for duty exam. The bargaining unit employee shall remain on paid administrative leave until such time as the Employer notifies the employee and the Union, in writing, of the findings of the medical practitioner. 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 practitioner or psychiatrist, 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. 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.

- 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 departmental 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 26.4. Insurance Coverage. Employees who receive a leave of absence pursuant to Sections 26.1, 26.2, and 26.3 remain eligible to purchase insurance coverage (COBRA) and accrue seniority during such leave. In no circumstances, however, does an employee acquire holidays, vacation, or sick leave while in a non-paid status.

Section 26.5. FOP Leave.

- A. Attendance At Conferences. The Employer shall grant leave to employees for attendance at various conferences, which may be cancelled under a declared emergency (Article 3). When granted, it will be as follows:
1. The Bargaining Unit Chairperson or his designee shall receive up to three (3) days leave with pay annually to attend the State FOP Conference and shall receive up to three (3) days leave without pay biannually to attend the FOP National Conference.
  2. Three (3) additional employees shall receive up to three (3) days without pay annually to attend the State FOP Conference.
  3. One (1) additional employee shall receive up to three (3) days leave without pay biannually to attend the FOP National Conference.

4. OLC Annual Meeting. Up to three (3) additional employees shall receive up to one (1) day unpaid leave to attend the Ohio Labor Council annual meeting as delegates. Up to six (6) additional employees may utilize trade time in order to attend the Ohio Labor Council annual meeting.
  5. The FOP agrees to notify the Sheriff, in writing, of the names of members elected as delegates within seven (7) days of election.
  6. Leave for attendance at conferences may be abutted to vacation time; however, vacation time must be applied for and approved pursuant to Article 22.
  7. Notice Of Conference. The Union shall notify the Employer of the dates of the FOP annual state, FOP biannual national conference, and the annual OLC conference by December 31 of each calendar year.
- B. Training. Bargaining Unit Chairman may assign up to three (3) members up to a combined total of twenty-four (24) hours of unpaid leave, to be taken in increments of not less than eight (8) hours, to attend FOP related workshops, seminars, or professional association events.
- C. Scheduling.
1. Employees must submit a leave request not less than thirty (30) calendar days prior to the scheduled meeting, conference, or training.
    - a. The requests for leave shall bear the signature of the Bargaining Unit Chairman, verifying that the employee has been selected by the Union to attend.
    - b. The requests for leave shall include application for any abutting vacation time, if not already requested and shall indicate whether the employee desires to utilize vacation or holiday compensation time in order to remain in paid status during the leave period.
    - c. Requests for FOP leave in accordance with this article shall not be unreasonably denied.
  2. In order to facilitate FOP leave, the Employer may temporarily reassign qualified junior employees in order to avoid the occurrence of overtime during the entire duration of the absences. Such temporary reassignment(s) may be made with less than seven (7) days notice to the affected employee.

Section 26.6. Court Leave. The Employer shall grant full pay where 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 Employer 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. Members of the bargaining unit that are assigned to the afternoon or midnight shifts shall be temporarily transferred to the day shift for the duration of the jury duty.

#### Section 26.7. Military Leave.

- C. 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.
- D. 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, are 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 services, 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 26.8. All employees are subject to the Summit County Family Medical Leave Policy and Procedures.

- A. Injury leave entitlements pursuant to Article 25 shall not be used concurrently with FMLA entitlements.
- B. An employee eligible for leave under FMLA who has forty (40) hours or less of accumulated sick leave remaining may elect to take unpaid leave under the FMLA rather than exhaust remaining sick leave.

Section 26.9. Purpose. Under the Family Medical Leave Act (FMLA), employees are entitled to twelve (12) weeks of parental leave for the birth or adoption of a child. However, oftentimes the leave under FMLA is unpaid, which can result in a new parent taking an inadequate amount of leave to care for the newborn or newly adopted child. Paid Parental Leave is intended to provide an opportunity for employees to take up to a maximum of six (6) calendar weeks of continuous paid leave to provide necessary parental care immediately following the birth or adoption of a minor child.

Section 26. 10. Eligibility. To be eligible for benefits under Paid Parental Leave, an employee shall:

- A. Have been employed by the County of Summit for at least twelve (12) months;
- B. Have worked at least 1,250 hours over the previous twelve (12) months period immediately preceding the date when the requested leave would begin;
- C. Be the biological parent of a newly born child or legal guardian of a newly adopted child;
- D. Reside in the same residence as the newly born biological child or adopted child;
- E. Be required to provide documentation of the date of birth or adoption, as well as documentation of the parentage or adoption of the child;

- F. Submit the request to the appointing authority on the appropriate form at least thirty (30) days prior to the requested time off for foreseeable leave or as much notice as is practicable under the circumstances for unforeseeable leave.
- G. Any employee who provides false or misleading information on the appropriate form under subsection, F, above, or who fails to submit the appropriate form under subsection F, above, or the documentation under subsection D, above, or who otherwise provides false or misleading information as to subsections, C, or D, above, shall be subject to discipline, up to and including termination.

Section 26.11. Duration of Leave. An employee who is eligible for Paid Parental Leave pursuant to Section 26.10, above, may take Paid Parental Leave for all hours of work during the six (6) calendar weeks commencing with, and immediately following, the effective date and triggering event, as set forth in subsection 26.12, below. Under no circumstances shall Paid Parental Leave be taken beyond six (6) calendar weeks from the exact date of birth or placement of a child for adoption. The employee may elect to utilize intermittent Paid Parental Leave, provided, however, that the minimum amount of any portion of intermittent leave shall be one (1) full work day, and, in the event an employee elects to take intermittent paid parental leave, the leave shall not extend beyond six (6) calendar weeks from the exact date of birth or placement of a child for adoption. Additionally, any employee utilizing intermittent Paid Parental Leave must submit the request for leave to the employee's supervisor prior to any work day where the leave will be utilized.

Section 26.12. Effective Date and Triggering Event. Eligibility for taking Parental Leave shall begin on the exact date of the birth of an employee's child or on the exact day on which custody is taken by the employee for an adoption placement. If an employee adopts multiple children, the Paid Parental Leave triggering event shall be considered a single qualifying event, and will not serve to increase the length of leave for the employee, so long as the children are adopted within six weeks of each other. If an employee is the parent of more than one child born at the same time, the Paid Parental Leave triggering event shall be considered a single qualifying event and will not serve to increase the length of leave for the employee.

Section 26.13. Other Employee Benefits. Employees will remain eligible to receive all employee provided paid benefits and continue to accrue all other forms of paid leave. The employee will receive all forms of paid leave, regardless of the pay status during the period of Parental Leave.

Section 26.14. Overtime/Holiday Pay/Outside Employment. Employees are ineligible for overtime pay during the period of time they are receiving Paid Parental Leave, and, in the event of intermittent use of Paid Parental Leave, during any week where Paid Parental Leave is utilized by the employee. An employee shall continue to receive their holiday pay, if they are receiving their full pay during the Paid Parental Leave period, and if they comply with all other policy or contractual provisions to receive holiday pay. Employees are ineligible to hold outside employment during the period of Parental Leave. Any employee found to be holding outside employment during paid parental leave shall be subject to discipline up to and including termination in accordance with Article 10 of this Agreement. Any holiday pay received by an

employee for any work day during the six (6) week calendar week period of Paid Parental Leave shall constitute the sole pay for the employee for those hours worked and shall not be in addition to the employee's Paid Parental Leave. Additionally, the occurrence of any holiday during the six (6) calendar weeks of Paid Parental Leave shall not extend the time period for Paid Parental Leave.

Section 26.15. FMLA/Paid Time Off. Paid Parental Leave shall run concurrently with Family Medical Leave Act (FMLA) Leave, and employees using Paid Parental Leave who meet the eligibility requirements of the FMLA shall have the entire non-working period of Parental Leave counted towards the employee's FMLA entitlement. Upon the exhaustion of the Paid Parental Leave Benefit, Section 26.08 and consequently Section 169.22(j)(7) of the County of Summit Codified Ordinances will take effect requiring accrued leave time be used. Paid Parental Leave does not supersede or replace an employee's rights under FMLA.

Section 26.16. Death of an Unborn or Newborn Child. An employee who would otherwise be eligible for Paid Parental Leave pursuant to Section 26.10, above, whose child is stillborn or dies during the third trimester of pregnancy is eligible for three (3) calendar weeks of Paid Parental Leave following the date of death of the unborn or stillborn child. In the event that a newly born or adopted child dies during the period of time that the employee is on Paid Parental Leave, the employee shall be entitled to the full extent of the Paid Parental Leave permitted under Section 26.11, above, and the Paid Parental Leave shall not terminate due to the death of the child. All other provisions of Article 26 shall apply to Paid Parental Leave granted pursuant to this Section. This agreement is reference to paid parental leave and does not indicate an agreement to any other Sections of 169 of the Summit County Codified Ordinance. This agreement will be retroactive to March 1, 2017.

## **ARTICLE 27** **UNIFORMS AND EQUIPMENT**

Section 27.1. All non-probationary uniformed bargaining unit employees shall be entitled to receive a uniform allowance stipend based on the schedule listed below, pursuant to the Employer's rules, regulations, and procedures for the purpose of purchasing and maintaining uniforms and required leather equipment and whose uniforms meet B.S.S.A. standards:

### Uniform Allowance Schedule

For year 2023	\$1,900.00
For year 2024	\$1,950.00
For year 2025	\$2,000.00

The uniform allowance will be provided on a purchase requisition system, and not on the basis of cash or stipend, to probationary employees. Uniformed bargaining unit probationary employees shall be entitled to purchase uniforms anywhere that accepts the County voucher system. Any probationary employee who resigns or fails to complete the probationary period shall return all uniforms and equipment to the Employer.

In the first full pay after January 1<sup>st</sup> of each calendar year, employees who have completed more than one (1) year of service in the bargaining unit shall receive the uniform allowance listed above. Payment shall be made either by voucher or by stipend. Any employee who has completed one year of service in the bargaining unit after January 1<sup>st</sup> of a contract year shall upon the completion of the one year of service requirement receive a prorated uniform allowance amount of one-twelfth (1/12) per full calendar month service for the remaining calendar months of that year. The employee completing their first full year of service during a calendar year may elect, in their anniversary month, to receive the remaining prorated amount either by voucher or by stipend. Any employee completing their first full year of service who fails to make their election in their anniversary month will receive their remaining prorated uniform allowance by voucher. 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 on the same one-twelfth (1/12) prorated basis for all remaining months in the calendar year after the date of separation or retirement. Employees who retire (disability or age and service) in the third or fourth calendar quarter 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 Employer's rules, regulations, and procedures. All requests for reimbursement by plainclothes employees must be accompanied by receipts if the employee has selected the voucher system.

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 non-probationary 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 3<sup>rd</sup> week in November, of each year of the contract, and will close on the last work day in November of that year. Any non-probationary 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. Uniform Allowance for Probationary Employees (New Hires). The uniform allowance for probationary employees will be provided on a purchase requisition system, and not on the basis of cash or stipend. Uniformed bargaining unit probationary employees shall be entitled to purchase uniforms anywhere that accepts the County voucher system. Any probationary employee who resigns or fails to complete the probationary period shall return all uniforms and equipment to the Employer.

In the first pay after January 1<sup>st</sup> of each calendar year, probationary employees shall receive the uniform allowance listed above. Payment shall be made by voucher. Any probationary employee who has completed one year of service in the bargaining unit after January 1<sup>st</sup> of a contract year shall upon the completion of the one year of service requirement receive a prorated uniform allowance amount of one-twelfth (1/12) per full calendar month service for the remaining calendar months of that year.

Should the probationary bargaining unit member not spend the sum allowed for uniform allowance, the unused sum shall be returned to the Sheriff's budget.

Section 27.3. Proration of Uniform Allowance Benefits. Any employee with one (1) 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 on the same 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 the 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.

Section 27.4. Return of Property Upon Termination/Purchase at Retirement. 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.

Upon resigning or retiring, any non-probationary employee may buy any and all uniforms and equipment purchased for one dollar (\$1.00).

Section 27.5. Non-Issued/Required Equipment. 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 27.6. Newly Required Items. The Employer shall purchase (in addition to the uniform allowance) any newly enacted changes to the uniforms and equipment that the Employer requires to take place immediately, i.e., other than on a replacement basis.

## **ARTICLE 28** **EXPENSES**

Section 28.1. When an employee's duty requires him to travel outside of Summit County, 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 actually driven for official business by the employee in his automobile at the rate established by County Council.

Section 28.3. When an employee is ordered to change assignments from one post to another during his tour of duty, and such change requires the employee to drive his personal automobile, the employee shall be reimbursed for the mileage between the posts at the rate established by County



Council.

## **ARTICLE 29** **TRAINING**

Section 29.1. All training required of, 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. The Employer agrees to conduct one (1) training session annually for up to twenty-four (24) bargaining unit employees who wish to convert from a revolver to a semi-automatic firearm. The Employer shall announce the dates of the session at least thirty (30) days prior to March 1 of each contract year. Interested employees shall bid for the training in conjunction with vacation bidding. Bids on training, in accordance with this section, shall be awarded on the basis of seniority within shift of assignment. Such training shall be scheduled and approved in accordance with the work load requirements of the Employer.

Section 29.4. The Employer agrees to permit employees who wish to enroll in and/or attend classes which are pertinent to law enforcement. Said Bargaining Unit member shall utilize vacation leave for attendance, if accepted, and shall not receive reimbursement for any expenses.

It is understood that the Employer will not authorize attendance at narcotics related classes, unless it is specifically related to the employee's immediate job assignment/duties. Further, it is understood that the Employer will not pay any tuition costs, etc., for attendance.

## **ARTICLE 30** **SEVERANCE PAY**

Section 30.1. An employee who retires from active service with the Employer shall be paid for the value of his accrued but unused sick leave, in accordance with the schedule in Section 30.1 (A), provided that the years of service were with the Employer or involved public service with a political subdivision of the State of Ohio. 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 sick leave accrual;
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 Department, 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 FOP, 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**  
**SHIFT AND DAY OFF PREFERENCE**

Section 32.1. Employees in positions which operate on more than one (1) shift may submit a written application to their Bureau Commander indicating their first and second preferences for shift assignment, during the last two (2) full weeks in November of each agreement year. Where more than two (2) shifts are available, an employee may indicate additional preferences in order of priority.

- A. Each Bureau Commander shall post a schedule of available shifts during the application period for reference by employees.
- B. Shift preferences shall be awarded on the basis of departmental seniority within recognized divisions of the Sheriff's Office, subject to the operational needs of the Employer.
- C. Applications for shift preference shall be maintained on file until replaced during a subsequent application period as set forth in this section.
- D. Should a shift vacancy occur within a given division, the vacant position shall be offered to the most senior employee assigned to that division, who had applied for but did not receive assignment to the shift or vacancy during the most previous application period. If that employee refuses to accept the vacant assignment, the Employer shall continue down the list by way of seniority until the position is filled or the list is exhausted. If the list is exhausted, then the Employer shall implement the vacancy procedure as set forth in Article 33 of this Agreement.
- E. Each new annual schedule shall take effect (be implemented) on the first full week in January of each year of this Agreement.

Section 32.2. Employees may submit a written application to their Bureau Commander indicating their preferences for day off assignment, during the last two (2) full weeks in November of each agreement year.

- A. Each Bureau Commander shall post a schedule of available shifts during the application period for reference by employees.
- B. Day off preferences shall be awarded on the basis of departmental seniority within recognized division of the Sheriff's Office, subject to the operational needs of the Employer.
- C. Should a day off vacancy occur within a given division, the vacant position shall be offered to the most senior employee assigned to that division who has applied for but did

not receive the day off assignment during the most recent application period with available shifts and days off.

- D. Each new annual schedule shall take effect (be implemented) on the first full week of July of each year of this Agreement.

Section 32.3. Employees failing for any reason to timely submit a written application indicating their shift or day off preference will be assigned to a shift and/or days off designated by the Employer. Applications must be received by the Bureau Commander by the close of business hours (i.e., 4:00 p.m.) on the final day of the application period. For employees assigned to the Corrections Division, applications that have been received, time stamped and initialed by the Shift Commander by such time shall be accepted as timely submitted.

Section 32.4. The Employer shall post the amended work schedule for all employees at least seven (7) days in advance of its implementation. Such schedules shall maintain an updated schedule between application periods, which shall be made reasonably available for review by each employee upon request. The schedule to be implemented in the first full pay period in January of each agreement year shall be posted no later than the first Monday in November of each year of the Agreement.

Section 32.5. Shift and/or day off preferences shall not be exercised through vacancy bidding under Article 33 of this agreement.

Section 32.6. Should the Sheriff or his designee determine that it is necessary to change the shift and/or day off schedule of any Sheriff's Office operations, which would affect the shift and/or schedule of any bargaining unit employee within the Sheriff's Office, at any time other than the time designated for shift and day-off bidding in Article 32 of the Collective Bargaining Agreement between the parties, the Employer agrees to notify the Union Representative of the proposed change seven (7) days prior to its implementation.

Section 32.7. Scheduling Meeting. The Employer and the Union agree to meet annually in July to discuss scheduling issues. Such meeting can be waived by mutual consent of the Employer and the FOP Bargaining Unit Chairperson or designee.

### **ARTICLE 33** **VACANCIES**

Section 33.1. Determination of Internal Vacancy/Procedure for Vacancy Fill. Nothing in the following language precludes the Employer from initiating a direct, lateral hire to fill a vacancy externally. 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 internally, a notice of internal vacancy shall be sent by electronic mail to the employees and posted on the bulletin boards where employee notices are usually posted for seven (7) calendar days prior to filling the vacancy. Interested employees must submit a Show of Interest for the posting using the Summit County electronic mail system by the close of business on the last regular business day (Monday - Friday) prior to the end of the seven (7) calendar day period. The posting shall contain a

description of the position to be filled, basic and special qualifications required, days off, and work shift. Internal vacancies shall be awarded using one of the two selection methods outlined below. The Employer will rotate between the two selection methodologies to fill vacancies on a rotating (every other time) basis within each Bureau of the Operations Division, and within the Corrections Division. The vacancy posting will identify which selection method will be used to fill the vacancy by name (Criteria Based or Seniority Based) as well as by number (odd # is Criteria Based and even # is Seniority based).

A. Criteria Based Selection

1. Review of applicant's personnel file, attendance (unexcused absences), review of active disciplinary record;
2. Work experience (internal and external), OPOTA or any other law enforcement training/certifications relevant to the posting.
3. Employees with less than one (1) year from date of hire as a Deputy with the Summit County Sheriff's Office who apply will not be considered for vacancy postings external to the Corrections Division when a vacancy is announced using this method of selection, unless no employee with one (1) or more years of service applies.
4. If all other factors are relatively equal, then seniority shall prevail.
5. If there are no applicants, or no applicants who meet the basic and special qualifications required in the Show of Interest, the vacancy will be posted a second time and all employees, regardless of years of service with the Summit County Sheriff's Office, will be eligible to apply.
6. When the foregoing Criteria Based Selection methodology is used to fill a vacancy, a senior employee not selected, upon written request to the Employer, shall be provided in writing the reason or reasons for being passed over.
7. When the Employer utilizes a direct, lateral hire to fill a vacancy, that selection shall count as a criteria-based hire.

B. Seniority Based Selection

1. The record of attendance (unexcused absences) and record of active disciplines for each applicant will be the only criteria considered besides seniority;
2. If the above-referenced criteria are relatively equal, then the most senior applicant will be awarded the posting.
3. If there are no applicants, the vacancy may be filled by a new hire or less senior employee who has successfully completed his/her FTO program.

- C. The vacancy created by the return or reassignment of an employee because of their unsatisfactory performance shall be filled using the same selection methodology used in awarding the vacancy to the employee who was just reassigned or returned due to their unsatisfactory performance.

Section 33.2. Trial Period following Selection. All successful applicants, except those awarded a road position, must complete a ninety (90) calendar day trial period to demonstrate their ability to perform the requirements of this position. Successful applicants awarded a road position must first complete training with a field training officer(s) (FTO) and then must complete a ninety (90) calendar day trial period. An employee may be returned to their former bidded position (or reassigned if the former position is filled) at any time during the FTO training period or during the trial period if they are unable to successfully perform the requirements of the position, at the discretion of the Employer. A performance evaluation shall occur within seven (7) calendar days after the ninety (90) calendar day trial period.

- A. During that trial period, the employee shall be subject to reassignment in accordance with Article 32, if applicable.
- B. Should the performance of a successful applicant be considered unsatisfactory as indicated by written performance evaluations, records of attendance and/or records of discipline, the employee shall be subject to reassignment (position and shift) solely at the discretion of the Employer. Such discretionary reassignment may continue until the next shift and/or day off preference bidding period, at which time the reassigned employee may resume his rights for bidding.
- C. Successful applicants shall be prohibited from applying for any other vacancies for a period of one (1) year from the date of the reassignment.
- D. Successful applicants who do not complete their trial period and/or field training and who are returned to their former bidded position (or reassigned if the former position is filled) shall be prohibited from applying for any vacancy in the Bureau from which they were removed for a period of one (1) year from the time of their return to their former position or reassignment.

Section 33.3. Vacancy Filling after Failure of Trial Period. Openings due to the reassignment of a successful applicant who failed the trial period may be filled by the employee considered second during the initial posting process provided he/she remains qualified. If none exists, the position shall be posted in accordance with Article 33.1(C). Reassignment of an employee who failed the trial period shall not result in the involuntary displacement of other employees who filled openings during the posting process.

Section 33.4. Contract for Service Vacancies. Vacancies in positions which occur due to the creation of a contract for services between the Employer and a political subdivision may, at the discretion of the Employer, be filled with incumbent employees of the political subdivision without benefit of an entry examination. Such employees shall be considered lateral entry Deputy Sheriffs and subject to all terms and conditions of this agreement. However, unless

otherwise agreed between the FOP and the Employer, existing bargaining unit employees must fill at least forty percent (40%) of the positions, pursuant to the posting procedures in this article. The provisions of this article shall apply for the assignment of employees for vacancies resulting from new policing contracts, but not for the selection of lateral entry Deputy Sheriffs.

Section 33.5. Confidential Assignments. Certain assignments are confidential in nature in order to protect the individuals and the integrity of their work. These positions will be exempt from the provisions of this article. The FOP Associate will be informed of the exempt positions. Additionally, the Internal Affairs positions and assignment are exempt from the provisions of this article.

Section 33.6. Employer Discretion in Declaration of Vacancies. Nothing in this article shall limit or interfere with the Employer's right to declare a vacancy for reasons of attrition, the creation of new or additional positions, or the failure of an incumbent employee to satisfactorily perform the requirements of a position, or the Employer's right to make temporary reassignment as necessary to fill vacancies pending the posting process, without regard to seniority.

Section 33.7. Temporary Transfers/Involuntary Temporary Transfers. The Employer may temporarily transfer an employee either within or outside the division of his or her bid assignment when necessary for operational purposes in order to fill an immediate vacancy without posting such vacancy pursuant to Article 33.1. The Employer must post a vacant position for bid pursuant to Article 33.1 and select an employee pursuant to the criteria established under that Section should the temporary assignment extend beyond one day. The duration of any such temporary transfer may not exceed one hundred twenty (120) calendar days. Prior to involuntarily temporarily transferring an employee under this section, the following procedure shall be utilized to fill a temporary transfer determined necessary by the Employer:

1. The temporary transfer will be posted as a voluntary opportunity from the division where personnel are to be reallocated.
2. The Employer may hire laterally into the position, in which case the one hundred twenty (120) day limitation will not apply;
3. The Employer shall transfer probationary personnel to address the transfer need, in which case the one hundred twenty (120) day limitation will not apply;
4. The Employer may determine there to be an exigent circumstance and initiate an involuntary temporary transfer, by rotated inverse seniority, from the division where personnel are to be reallocated.

Section 33.8. When the Employer determines it is necessary to abolish position(s) in a recognized bureau/unit, and a layoff is not going to occur in accordance with Article 16, the affected employees shall be displaced in the inverse order of seniority, as defined in Article 15 of this agreement. Displaced employees shall be placed into open positions (vacant but not yet posted) if such open positions are in existence at the time of the displacement.

Section 33.9. Filling of Vacancies after a Posting is Rescinded. The parties agree that when a posting within a Bureau is rescinded, the next position posting within that Bureau shall be posted

the same as the rescinded posting regardless if it is the same position opening or a different position opening. Lateral Hires will not be utilized to avoid the requirement of this section.

Section 33.10. Promotional Vacancies.

- A. The parties agree that appointments to Sergeant positions shall be filled by bargaining unit members in accordance with this Article.
- B. Any vacancy that occurs as a result of a lateral transfer shall be posted and filled in accordance with this Article.
- C. All promotions in rank which result in an increase in pay, or assignment to a higher pay range shall be based upon merit as determined by a competitive examination. Examinations shall be developed by an independent testing service prior to the administration of any examination. If the employer uses assessments in the promotional process, such assessments will be performed by an independent, outside law enforcement agency. The Employer shall post on department bulletin boards, with a copy to the FOP, notice of the examination in accordance with the DAS timeline but no less than sixty (60) days in advance of the examination. The structure and weight proposed to be given to factors on the examination will be detailed in the examination announcement prior to the examination being administered. In order to be eligible for a promotional examination for the rank of Sergeant, an applicant must have completed three years of prior service, in the rank of Deputy, prior to the date of the examination.
- D. Eligibility lists established by promotional examinations shall remain in effect for one (1) year from the date of certification of the results by the testing service, or until the list is exhausted, whichever comes first. The Sheriff reserves the right to extend the list for one year and agrees to timely notify the FOP of any intent to extend said list. Copies of eligibility lists shall be provided to the FOP within thirty days of the administration of the examination. All issues concerning inspection of the exam and/or the approval process will be detailed in the examination announcement. No grievance may be filed more than two (2) weeks after the posting of the eligibility list contesting the testing procedure, the make-up of the eligibility list, any procedure used to prepare the test or any procedure used to construct the eligibility list.
- E. All posted vacancies must be filled.
- F. Nothing in this Article shall be construed to limit or prevent the Employer from exercising his legal authority to utilize temporary and provisional appointments pursuant to the provisions of O.R.C. 124.30 and in the event, it is necessary to make a provisional appointment, the provisions of O.R.C 124.26 apply.



**ARTICLE 34**  
**SUBSTANCE ABUSE SCREENING**

Section 34.1. Employees are subject to the County of Summit Substance Abuse Prevention Policies and Procedures.

**ARTICLE 35**  
**TRADING TIME**

Section 35.1. Trading time means an arrangement whereby one (1) employee voluntarily agrees to work the regularly scheduled hours (minimum of four [4] hour increments) of another employee, with the understanding that the same number of hours will be worked within the same pay period. Employees are permitted to trade time to utilize FOP Leave in accordance with Section 26.5 of this Agreement. The tradee is defined as the employee who voluntarily agrees to work the regularly scheduled full shift of another employee, who shall be defined as the trader. If a tradee works the holiday of the trader, then the tradee shall receive the premium pay for the holiday, and the trader is not entitled to the premium pay of the holiday. The tradee's seniority shall be considered for purposes of Article 17 of this Agreement.

Section 35.2. Trading time may only occur between employees of equal rank who are assigned to the same bureau/division, and who are qualified to perform one another's assignments as determined by the Employer. Traded time must occur within the same pay period. 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.

Section 35.3. Should an employee fail to fulfill the terms of a trade, he shall not be permitted compensation for the missed time and shall be required to forfeit an equal amount of either vacation or holiday conversion time. Further, that employee will be prohibited from entering into another trade agreement for a period of six (6) months from the date the failure occurred, plus the tradee will be considered absent without leave and subject to discipline.

**ARTICLE 36**  
**MISCELLANEOUS**

Section 36.1. Within ninety (90) days following the execution of this agreement, the parties shall form a Secondary Rates Committee (SRC). The SRC shall be represented by an equal number of participants from the FOP and the administration. The SRC shall be responsible for recommending rates for secondary employment along with a policy to govern such rates of pay. The SRC shall make recommendations to the Sheriff and FOP. If either party disagrees with the recommendations of the SRC, or there are no agreed upon recommendations from this committee, the work of the committee shall provide a basis for negotiations on this topic for contract negotiations.

## **ARTICLE 37** **HEADINGS**

It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article nor affect any interpretation of any such Article.

## **ARTICLE 38** **INTERNAL INVESTIGATIONS**

Section 38.1. Employee Rights. The Employer will conduct investigations of employees in accordance with all federal, state, and local laws and the collective bargaining agreement.

Section 38.2. Union Representation. An employee under investigation for misconduct shall have, at his request, the presence of a Union representative any time during a disciplinary action, investigation, or interview. If the Union representative is not available immediately, the Employer and the Union representative shall agree to a time convenient for both parties. The FOP representative shall only be present to observe the investigation or interview.

Section 38.3. Video/Audio Review. When the Employer has determined that an investigation is non-criminal in nature, an employee will be permitted to review any available video/audio evidence after the initial incident interview and prior to any follow-up interview.

Section 38.4. Notification of Investigation Results. 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 39** **DURATION**

Section 39.1. This agreement shall be effective as of January 1, 2023, and shall remain in full force and effect until 11:59 p.m., December 31, 2025.

Section 39.2. If either party desires to modify or amend this agreement, it shall give notice by electronic mail of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, no later than ninety (90) calendar days prior to the expiration date of this agreement. The parties shall commence negotiations within two (2) weeks upon receiving notice of intent. In the event that no notice is given by either party, this agreement shall be automatically renewed from year to year thereafter.

**SIGNATURE PAGE**

In Witness Whereof, the parties have hereunto signed by their authorized representatives the \_\_\_\_\_ day of \_\_\_\_\_.

**For The County of Summit Sheriff**

\_\_\_\_\_  
Kandy Fatheree, Sheriff

\_\_\_\_\_  
Scott Cottle, Chief of Operations

\_\_\_\_\_  
Eric Czetli, Chief of Staff

**For The Fraternal Order Of Police**

\_\_\_\_\_  
Otto J. Holm, Jr. – Senior Staff Representative

\_\_\_\_\_  
Steve Norris, FOP/OLC  
Bargaining Unit Chairman

**For The County Of Summit**

\_\_\_\_\_  
Ilene Shapiro, County Executive

\_\_\_\_\_  
Brian K. Harnak, Deputy Director  
Department of Law and Risk Management

**Employer Representative  
For Summit County Sheriff**

\_\_\_\_\_  
Michael D. Esposito, Chief Negotiator

**General Counsel**

\_\_\_\_\_  
Kay Cremeans, Chief Legal Council  
FOP/OLC, Inc.

**Approved as to Form**

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

**APPENDIX A**  
**WAGE SCALE**

WAGE SCALE 2023-2025						
<u>DEPUTIES</u>				\$1.00 Equity		
			4%	0%	3.50%	3%
			1/1/2023	7/1/2023	1/1/2024	1/1/2025
<u>0-1 YEARS</u>						
	ANNUAL		\$52,000.00	\$54,080.00	\$55,972.80	\$57,657.60
	B/W		\$2,000.00	\$2,080.00	\$2,152.80	\$2,217.60
	HOURLY		\$25.00	\$26.00	\$26.91	\$27.72
<u>1 YEAR</u>						
	ANNUAL		\$57,200.00	\$59,280.00	\$61,360.00	\$63,211.20
	B/W		\$2,200.00	\$2,280.00	\$2,360.00	\$2,431.20
	HOURLY		\$27.50	\$28.50	\$29.50	\$30.39
<u>2 YEARS</u>						
	ANNUAL		\$59,800.00	\$61,880.00	\$64,043.20	\$65,956.80
	B/W		\$2,300.00	\$2,380.00	\$2,463.20	\$2,536.80
	HOURLY		\$28.75	\$29.75	\$30.79	\$31.71
<u>3 YEARS</u>						
	ANNUAL		\$62,649.60	\$64,729.60	\$66,996.80	\$69,014.40
	B/W		\$2,409.60	\$2,489.60	\$2,576.80	\$2,654.40
	HOURLY		\$30.12	\$31.12	\$32.21	\$33.18
<u>4 YEARS</u>						
	ANNUAL		\$65,561.60	\$67,641.60	\$70,012.80	\$72,113.60
	B/W		\$2,521.60	\$2,601.60	\$2,692.80	\$2,773.60
	HOURLY		\$31.52	\$32.52	\$33.66	34.67
<u>5 YEARS</u>						
	ANNUAL		\$68,848.00	\$70,928.00	\$73,403.20	\$75,608.00
	B/W		\$2,648.00	\$2,728.00	\$2,823.20	\$2,908.00
	HOURLY		\$33.10	\$34.10	\$35.29	\$36.35

**AGREEMENT**  
**INJURY LEAVE**

The Summit County Sheriff's Office has placed \_\_\_\_\_  
on injury leave for the period \_\_\_\_\_ to \_\_\_\_\_ solely for the purpose  
of assisting the claimant in obtaining necessary maintenance and care following an injury  
occasioned to the claimant in the course of employment.

\_\_\_\_\_  
Kandy Fatheree, Sheriff, County of Summit

Any monies due me with reference to the above workers' compensation claim are to be reimbursed  
to my employer, the Summit County Sheriff's Office, as soon as received by me.

\_\_\_\_\_  
Claimant

State Of Ohio

ss:

Summit County

Sworn to before me and signed in my presence this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

SEAL

\_\_\_\_\_  
Notary Public

**AGREEMENT**  
**ADVANCEMENT OF SICK LEAVE**

Date \_\_\_\_\_

The Summit County Sheriff's Office paid to \_\_\_\_\_ the advancement of sick leave time at the rate of \_\_\_\_\_ for the period of \_\_\_\_\_ to \_\_\_\_\_ or \_\_\_\_\_ hours, solely for the purpose of assisting the claimant in obtaining necessary maintenance and care following an injury occasioned to the claimant in the course of his employment.

\_\_\_\_\_  
Kandy Fatheree, Sheriff, County of Summit

Any monies due me with reference to the above workers' compensation claim are to be reimbursed to my employer, the Summit County Sheriff's Office, as soon as received by me.

\_\_\_\_\_  
Claimant

State Of Ohio  
ss:  
Summit County

Sworn to before me and signed in my presence this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

SEAL

\_\_\_\_\_  
Notary Public

**SIDE LETTER**  
**LUMP SUM PAYMENTS**

In addition to the equity wage increase and general increases provided for under Article 18, Wages and Compensation, those bargaining unit members who are on the payroll as of the date the payment is issued, shall receive a retention bonus payment as follows: \$3500.00 in 2023; \$3500.00 in 2024; \$3500.00 in 2025. Employees shall receive one-fourth of the annual bonus quarterly, January 1, April 1, July 1, October 1 of each year of the Agreement (\$875.00).

**SIDE LETTER**  
**COMPENSATORY TIME**

The parties agree that Section 17.7 of the collective bargaining agreement is suspended from the execution of the 2023 Agreement through December 31, 2023. The provisions of Section 17.7 will be in full effect effective January 1, 2024. Employees, who may have accumulated unused compensatory time prior to the effective date of this Side Letter in 2023, may be paid for such time in December 2023.