

CONCILIATION REPORT
STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
November 3, 2017

CASE No: 2017-MED-01-0008

Fraternal Order of Police/ Ohio Labor Council, Inc. (Dispatchers), Union
and
Marion County Sheriff, Employer

CONCILIATOR: Howard Tolley

HEARING

Monday October 30, 2017.

APPEARANCES

Fraternal Order of Police/ Ohio Labor Council, Inc.

Chuck Choate, Staff Representative
Patrick Albright, Committee Chair
Dan Werling Committee Representative
Shaun Thorpe, Committee Representative

Marion County Sheriff

Jonathan J. Downes, Esq., County Labor Counsel
Scott H. DeHart, County Labor Counsel
Time Bailey, Marion County Sheriff
Aaron Corwin, Chif Deputy
Darrin Tolle, Lieutenant
Candace DeWitt, Budget Director
Jeff Cline, Major
Kelly Bates, Administrative Assistant

Introduction

Ohio Revised Code Section 41117.14 provides for Conciliation, final offer issue-by-issue arbitration, following rejection of a Fact-Finder's report. On September 10, 2017 the FOP unanimously rejected the Fact-Finder's recommendations for unresolved issues in a successor agreement to the Dispatcher's contract that ended April 30, 2017, and the parties selected Howard Tolley as the SERB Conciliator on September 27.

The Marion County Sheriff's Office is the principal law enforcement authority for Marion County, serving approximately 65,096 citizens. The City of Marion, population 35,600, is the county seat. Prior to January 1, 2016 Dispatchers were in two separate bargaining units represented by the FOP, one with the County that also included Deputies of the Sheriff's Office, and one with the City of Marion. In July 2015, the Marion City Council, Marion County Commissioners, and the Sheriff approved a five-year renewable contract for the Sheriff's Office to provide dispatch services for the City that led to the absorption of all dispatchers into the Sheriff's Office. The new bargaining unit includes "[a]ll full time communication officers and all permanent part-time communications officers employed by the Sheriff of Marion County and certified by the State Employment Relations Board

The FOP negotiated a January 1, 2016 – April 30, 2017 Agreement for the dispatchers in the new 16 member bargaining unit that removed those employed by the County Sheriff from their contract that included deputies. Roughly half of the new bargaining unit members had been employed by the City; the new agreement maintained numerous provisions based on their prior city contract that differed from language in the prior county agreement with the Dispatchers and Deputies.

The parties held four bargaining sessions in March and May and then two mediation sessions on July 12 and 18, 2017 with Fact-Finder Gregory Lavelle. After reaching tentative agreement on 22 articles, the parties agreed to submit written arguments and evidence on 7 unresolved articles to the Fact-Finder in preparation for a 3 pm August 21 hearing conducted by conference call. On September 5, 2017, Arbitrator Lavelle issued his report and recommendations on the unresolved issues, along with a separate summary of the recommended contractual language corresponding to all but one of the seven open Articles. The 16 bargaining unit members voted unanimously to reject the Fact-Finder's Report and Recommendation.

Prior to the September 30 Conciliation hearing the parties submitted final offers and supporting documentation. At the hearing they signed an agreement to waive the composition of a verbatim written record.

Criteria for Conciliation

Ohio Revised Code section 4117.14(G) and Ohio Administrative Code § 4117-09-06(H) set forth the criteria upon which the Conciliator shall resolve the dispute between the parties, taking each and all of the following criteria into consideration. OAC 4117-09-06(H) states these criteria as follows:

- (1) Past collectively bargained agreements, if any, between the parties;
- (2) Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employers doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (3) The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (4) The lawful authority of the public employer;
- (5) The stipulations of the parties; and
- (6) Such other factors, not confined to those listed in this rule, which are normally or traditionally taken into consideration in the determination of issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment.

I. ARTICLE 4 MANAGEMENT RIGHTS

Employer Position:

The Sheriff's Office has adopted the Fact-Finder's recommendation as its Final Offer for Conciliation on all issues. In adopting the Fact-Finder's recommendation, the Sheriff's Office's final offer includes very minor textual deviations because Conciliation Awards – unlike Fact-Finding Recommendations – become effective by operation of law (R.C. 4117.14) rather than by mutual execution.

The 2016-17 Dispatcher's "bridge" contract accomplished an important function, i.e., consistency between different groups of dispatchers -- City and Sheriff's Office -- and ensured that employees in the same job title would have the same wage rates, time off, etc. However, this "bridge" contract is inconsistent with many of the terms of the decades old 2015-17 contract between the Sheriff and the FOP for both the dispatchers and deputies.

The 2016-17 Dispatcher's "bridge" contract language created significant disparities within the Sheriff's Office (i.e., between the dispatch and deputies units). Many of the terms and benefits of the City Dispatch Contract historically were obtained through a "me too" clause, based on negotiations with other Marion City units (e.g., Police Officers) whose situations are unrelated to Sheriff's Office employment.

The Sheriff's substantive proposals throughout this process have been geared toward promoting internal consistency by aligning the contracts for the two FOP bargaining units at the Sheriff's Office that is beneficial to all parties. Basically, the Sheriff's

proposals in negotiations were to align the new dispatchers' contract for 2017-20 to the prior terms in the 2015-17 contract when the dispatchers were included in the same agreement with the deputy sheriffs.

On Article 4 Management Rights, the Fact-Finder recommended the employer's proposal to revert to the same language from the 2015-17 Dispatchers/Deputies agreement with the parties.

Union Position:

The union rejects the Fact-Finder's recommendation and seeks to maintain the Article 4 Management Rights language of the 2016-17 Dispatcher's agreement. Fact-Finder Lavelle erred when he stated that management's proposal, "... is the same language which had governed the relationship between the Dispatchers and the Employer under the prior agreement..." That statement is not accurate. The Union's proposal is the most recent agreed upon language between the parties.

On this and all of the other open issues, the Employer's position supported by the Fact-Finder is a complete reversal of what had been agreed to in order to combine the two units in the 2016-17 agreement. Since the merger was completed, everyone involved has utilized the agreed upon language in this and other articles without incident or problem. The current impasse resulted from the employer's effort to replace that "merger" contract. The Bargaining Unit Committee concluded that the employer was following a "Bait and Switch" strategy, and seeks to retain the language accepted by both parties in the most recent 2016-17 agreement.

Analysis:

Fact-Finder Lavelle's report at page 4 states "the language proposed by the sheriff is the same language which had governed the relationship between the Dispatchers and the Employer under the prior agreement between the parties." In accepting the employer's proposal he explained: "Operational consistency is a valid concern." The appendix of recommended contract language in the Fact-Finder's report however does not contain anything for Article 4 on Management Rights.

In fact, the employer has not proposed the same language that appeared in Article 6 of the 2015-17 Dispatcher/Deputies Agreement – a list of 8 Management Rights from A to H. Rather than promoting consistency, at both fact-finding and conciliation the employer has proposed language adding rights from Article 4 of the 2016-17 agreement to the 2015 Article 6 list of rights to create a unique list of 18 proposed Management Rights from A to R in the 2017-20 agreement.

The Conciliator therefore accepts the union's final offer to retain without change the Article 4 text from the 2016-17 agreement.

II. ARTICLES 16, 17, 19, 21, 23 and 28

The parties invited the Conciliator to mediate all of the other unresolved issues, and that negotiating process resulted in revised final offers from both the

union and the employer that resulted in agreements found in the contract language awarded in the appendix to this report.

AWARD (See Appendix for Contract Language)

1. The Conciliator accepts the union's final offer on Article 4 Management Rights retaining the text from the 2016-17 Dispatcher's Agreement.
2. The Conciliator accepts the Employer's revised final offers made at the hearing to modify the Fact-Finder's recommendations for

ARTICLE 16 HOURS OF WORK AND OVERTIME

ARTICLE 17 WAGES

ARTICLE 19 HOLIDAYS, PERSONAL DAYS & VACATION

ARTICLE 23 LEAVES: INJURY, SICK, BEREAVEMENT, MILITARY, JURY, UNPAID and

ARTICLE 28 DURATION

3. The Conciliator accepts the Union's revised final offer made at the hearing for

ARTICLE 21 HEALTH, LIFE, DENTAL, DRUG INSURANCE

4. The Conciliator expressly incorporates by reference all of the Agreements, tentative and otherwise, previously entered into between the parties.

Respectfully submitted and issued at Cincinnati, Ohio this 3rd day of November, 2017.

Howard J Tolley

Howard Tolley, Conciliator

November 3, 2017

Date

Appendix:
Contract Language awarded by Conciliator Howard Tolley

STATE OF OHIO STATE EMPLOYMENT RELATIONS BOARD
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ARTICLE 4 MANAGEMENT RIGHTS

Section 4.1 Management Rights

The Union recognizes and accepts the right and authority of the Sheriff to determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy, such as:

- A. To determine the functions and programs of the Office;
- B. To determine the standards of services to be delivered;
- C. To determine the overall budget;
- D. To determine the hours of work and the number of hours to be worked;
- E. To determine how technology may be utilized to improve the Office 's operations;
- F. To determine the Office's organizational structure;
- G. To make any and all rules and regulations not inconsistent with this Agreement;
- H. To direct, supervise, evaluate or hire employees;
- I. To maintain and improve the efficiency and effectiveness of the Office's operation;
- J. To determine the overall methods, processes, means or personnel by which the Office's operations are to be conducted;
- K. To suspend, discipline, demote or discharge for just cause, lay-off, transfer, assign, schedule, promote or retain employees;
- L. To determine the adequacy of the work force;
- M. To establish, expand, transfer and/or consolidate work processes and facilities;
- N. To determine the overall mission of the Office as a unit of government;
- O. To effectively manage the work force; and
- P. To take actions necessary to carry out the mission of the Office as a governmental unit.

The Union recognizes and accepts that all rights and responsibilities of the Sheriff not modified by this Agreement shall remain the exclusive function of the Sheriff.

ARTICLE 16 HOURS OF WORK AND OVERTIME

(a) Section 16.1 Intent This Article is intended to define the hours of a workday, hours of a work week and to define the basis for the calculation of overtime.

(b) Section 16.2 Workday and Workweek A workday shall consist of eight (8) consecutive work hours during a scheduled work shift. Except to accommodate changes of shifts, a workweek shall normally consist of five (5) consecutive workdays followed by two (2) consecutive days off for full time employees permanently working a forty (40) hour week. The Sheriff may temporarily realign the shifts based upon temporary manpower adjustments, leave, vacation, holidays, or personal problems of an employee.

Section 16.3 Overtime All hours worked in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week shall be paid at one and one-half (1 1/2) times the employee's regular straight-time hourly rate.

The words "hours worked" as used in this Section shall include all hours during which the member actually works, i.e. based upon actual hours worked.

The workweek shall be computed between 12:01 A.M. on Sunday of each calendar week and 12 o'clock midnight the following Saturday. Employees may not be rescheduled after the start of the workweek for the purposes of avoiding overtime.

Section 16.4 Flex Time, Shift Trade Within the work week employees may request to flex hours provided they receive supervisor written permission and that the flex time does not result in or require overtime to cover the flex time.

Time worked on the first or second consecutive regular days off due to work schedules being changed at the request of the member or trading days off by mutual consent of members, or time worked as a result of changing shifts where there is a continuous twenty-four (24) hours per day operation and/or a continuous seven (7) day per week operation, is not subject to premium rates.

Section 16.5 Call-In Pay "Call-in" occurs when a supervisor specifically requests an employee return to work after completion of the member's regular schedule but before the member is scheduled to return to work.

When an employee is called in, the member shall be paid at one and one-half (1 1/2) times the member's regular rate for the time worked but no less than four (4) hours for such call-in. When the call-in hours abut the normal starting time, the call will be for the actual hours worked (at one and one-half (1-½) times the regular rate) but no less than one (1) hour.

Section 16.6 Court Time For each court related appearance, while off duty, employees shall be paid at one and one-half (1 1/2) times the regular hourly rate for the actual hours at such appearance but no less than three (3) hours for such appearance. If the court appearance is connected to a regular work day, the employee will be entitled to (1½) times the regular hourly rate for actual time before or after the conclusion of their regular shift. (Example: Employee shift ends at 3:00 p.m. and court appearance is at 3:30 p.m. and concludes at 4:00 p.m., employee is entitled to one hour at 1½ times their regular rate.)

Employees are required to submit the subpoena for their court appearance along with their time sheets.

Section 16.7 Work Schedule An employee's work schedule is defined as the employee's regular shift assignment, days off, and unit assignment as selected in Section 15.2. Except for permanent changes approved in advance by the Sheriff, any required deviation from a member's work schedule as found on the Office's assignment roster shall require the Office to pay for all such hours of deviation at the appropriate rate of pay.

Section 16.8 Overtime Opportunities

- A. The overtime opportunities shall rotate among qualified employees. A roster shall be posted containing the eligible employees for overtime and an ongoing record of hours worked or refused by each member. Scheduled overtime shall be paid at one and one-half (1 1/2) times their regular rate of pay for actual hours worked. Errors in the distribution of overtime opportunities shall be corrected at the next opportunity for overtime. This provision does not apply to hold-over or call-in overtime.
- B. An employee who refuses an overtime assignment shall be credited with the amount of overtime refused. Refusal of such overtime opportunities must be by the affected employee or the employee's spouse.
- C. If after the list has been totally exhausted and the proper manpower has not been obtained to fill the scheduled overtime detail, then the Supervisor may fill the remaining manpower requirement for the overtime detail by mandatory assignment of any member available, excluding members who are on days off or Holiday.
- D. If for any reason paragraphs A through C have been followed and the overtime assignment has failed to be filled with the required manpower, then the Supervisor may fill the assignment of the scheduled overtime by the members available who are on days off and then holiday, in that order.

Section 16.9 Pyramiding There shall be no pyramiding of pay for the same hours worked.

Section 16.10 Compensatory Time, Compensatory Time Bank, and Payment at Death Subject to the approval of the Sheriff, any employee working overtime hours as set forth in Section 16.3, above, may elect to take compensatory time off in lieu of payment of such overtime hours.

Employees may accumulate compensatory time hours subject to the following maximum compensatory time bank:

Effective Date	Maximum Hours
Date of Conciliation Award	Two-hundred forty (240) hours
January 1, 2019	One-hundred sixty (160) hours
January 1, 2020	One-hundred twenty (120) hours

Employees who have balances at or in excess of the maximum balances will not be eligible to accumulate additional compensatory time and will be paid cash for all overtime hours worked.

Compensatory time will accumulate at the rate of one and one-half (1 1/2) hours for each hour worked. Upon separation from service for any reason, members shall be paid at their current rate of pay Per Article 17, Section 17.1 for all accumulated hours of time.

Employees with balances of compensatory time in excess of the applicable maximum compensatory time banks shall have their comp time balance "grandfathered" until the balance is below the applicable maximum compensatory time banks. For example, if as of the effective date of this Agreement the employee has a balance of 320 hours the employee will be able to use the accumulated comp time but will not be able to accumulate any additional comp time until their balance is below 240 hours. Until the employee's compensatory time balance is below 240 hours all overtime worked will be paid at the time the overtime is worked.

On the effective date of this Agreement, for those employees above 120 hours, the Employer will honor a one-time request for conversion to cash up to 40 hours of accumulated unused comp time the employee has at the time of conversion. The request must be submitted in writing within 30 calendar days of the effective date of this Agreement.

When a member dies while in paid status in the Sheriff's Service, any unused compensatory time to the member's credit shall be paid in a lump sum to the surviving spouse or the estate of the deceased.

Section 16.11 Communications Training Pay Employees will be compensated one (1) hour of compensatory time at a rate of time and a half for completing a majority of a shift training with a probationary communications trainee.

ARTICLE 17 - WAGES

Section 17.1 Wage Steps

Effective the first full pay period commencing after the effective date of this Agreement, an increase of 2% as follows:

DISPATCHERS	Step	A	B	C	D	D5	E5	E10	E15	E20
Rate		\$17.82	\$20.18	\$21.79	\$22.65	\$22.85	\$23.72	\$23.88	\$24.02	\$24.17

Effective the first full pay period after May 1, 2018 an increase of 2% as follows:

DISPATCHERS	Step	A	B	C	D	D5	E5	E10	E15	E20
Rate		\$18.18	\$20.58	\$22.22	\$23.11	\$23.30	\$24.19	\$24.36	\$24.50	\$24.66

Effective the first full pay period after May 1, 2019, an increase of 2% as follows:

DISPATCHERS	Step	A	B	C	D	D5	E5	E10	E15	E20
Rate		\$18.54	\$20.99	\$22.66	\$23.57	\$23.77	\$24.67	\$24.85	\$25.00	\$25.15

- Step A is the probationary rate.
- Step B is 1 year after hire date.
- Step C is 2 years after hire date.
- Step D is 3 years after hire date.
- Step D5 is 5 years after hire date.
- Step E5 is 9 years after hire date.
- Step E10 is 10 years after hire date.
- Step E15 is 15 years after hire date.
- Step E20 is 20 years after hire date.

Section 17.2 Seniority Bonus

The following seniority bonus shall be added to the base rate:

Longevity	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
	\$0.20	\$0.30	\$0.40	\$0.50	\$0.60	\$0.80

The Sheriff shall advance an employee to the next highest pay step on the anniversary of their hire date following the required months of service in each step.

Section 17.3 Shift Differential

- B. Bargaining unit members permanently assigned to hours between 3:00pm and 7:00am will be paid twenty-five (25) cents per hour for all hours in paid status.

Section 17.4 Signing Bonus

Employees as of the effective date of this Agreement - hereof shall receive a signing bonus of four hundred dollars (\$ 400.00) on the paycheck for the first pay period commencing after execution of the collective bargaining agreement.

ARTICLE 19 HOLIDAYS, PERSONAL DAYS & VACATION

Section 19.1 A. Holidays and Personal Days During 2017, employees will have the following holidays; New Year's Day (January 1st), Easter Sunday, Memorial Day (last Monday in May), Independence Day (July 4th), Labor Day (1st Monday in September), Thanksgiving (4th Thursday in November) and Christmas Day (December 25th), being paid, in addition to the eight (8) hours of holiday time, eight (8) hours of pay at time and one half (1 ½) the employee's regular rate for hours worked on a holiday. Overtime worked on a holiday during 2017 shall be two times (2x) the employee's regular rate. During 2017, should an employee be required to work on a holiday when County government is closed, but is not a designated holiday recognized in this agreement, the employee will receive 3.33 hours of compensatory overtime. During 2017, employees will receive five (5) personal days.

Section 19.1 B. Holidays and Personal Days Effective January 1, 2018, the following holidays shall be granted to each employee in Holiday time. Holiday time for full-time employees shall be eight (8) hours for each listed holiday. Actual holiday time will be defined as the time between 12:00 midnight and 11:59 p.m. the day of the below listed holidays. Employees assigned and working 24 hour operations will accumulate holiday/personal leave time in lieu of having the holidays.

- | | | |
|----|---|--------------------------|
| A. | New Year's Day | 1st Day of January |
| B. | Martin Luther King Day | 3rd Monday of January |
| C. | Presidents' Day | 3rd Monday of February |
| D. | Memorial Day | Last Monday in May |
| E. | Independence Day | 4th Day of July |
| F. | Labor Day | 1st Monday in September |
| G. | Columbus Day | 2nd Monday in October |
| H. | Veterans' Day | 11th Day of November |
| I. | Thanksgiving Day | 4th Thursday in November |
| J. | Christmas Day | 25th Day of December |
| K. | Three Personal Days (after 6 months) as scheduled | |

Holidays shall not be charged to an employee's vacation leave.

Section 19.1 C. Holiday Bonus Beginning in 2018, on the paycheck for the first pay period ending in December of each year, employees shall receive a holiday bonus of two hundred fifty dollars (\$ 250.00)

Section 19.2 Accumulation of Holiday and Personal Leave, Maximum Accumulation

For employees assigned and working 24 hour operations positions holiday time and personal leave in this Section shall accrue at the rate of 4.0 hours per bi-weekly pay period to a maximum of 104 hours. No additional holiday/personal leave will be accumulated after the employee reaches the maximum.

Section 19.3 Use of Holidays/Personal Leave. The parties recognize that due to the nature of the operations of the Sheriff's Office that holidays traditionally celebrated must be worked by employees in most positions in the Sheriff's Office. For these reasons, the

parties hereby agree to allow employees the flexibility to reschedule holidays during the year. The rescheduling of holidays and the scheduling of personal leave is subject to manpower and available time off, the same as other available leave time (e.g., vacation, compensatory time, etc.).

Those holidays and personal leave days shall be scheduled or converted as follows:

- A. Accumulation: Employees shall accumulate holiday/personal leave as provided above.
- B. Annual conversion. Each employee employed as of December 1st each year shall have two (2) holidays and the three (3) personal leave days, (total five days or forty (40) hours), converted to cash at the end of each calendar year. The conversion shall occur during the period of December 15 to January 15;
- C. Written request to convert time. Once each calendar year employees may opt to convert unused holiday/personal leave by submitting a written request by November 15 to the Employer which conversion will be paid in December;
- D. Scheduling. Employees may schedule more than one holiday/personal leave day at a time, i.e. consecutively;
- E. Holidays in conjunction with other leaves. Employees may schedule holidays in conjunction with vacation leave and/or compensatory time;
- F. Exempt positions. The Sheriff may designate positions within these classifications that will have the holidays observed as listed **above**.

Section 19.4 Accrual Schedule for Vacation

The following vacation accrual shall apply to employees hired prior to the effective date of this agreement, their maximum balances being the same as applicable below.

Years of Service	Annual Accumulation
0-5	2 weeks 80 hours
6-11`	3 weeks 120 hours
12-18	4 weeks 160 hours
19-24	5 weeks 200 hours
25 and over	6 weeks 240 hours

The following vacation accrual schedules are hereby established for employees hired after the effective date of this Agreement.

YEARS SERVICE	<u>VACATION HOURS</u>	<u>MAX. HOURS CREDITED BY PAY PERIOD</u>	MAXIMUM BALANCE
Less than 1	None	0 Hours	0 Hours
1 but less than 8	80	3.1 Hours	160 Hours
8 but less than 15	120	4.6 Hours	240 Hours
15 but less than 25	160	6.2 Hours	320 Hours
25 Years or more	200	7.7 Hours	400 Hours

Vacation leave is earned while on vacation, sick leave or compensation time but not earned while performing overtime. Employees shall accrue up to the maximum vacation leave hours per pay period as provided in this Section, e.g. employees shall accumulate vacation

leave up to eighty (80) hours in active pay status for hours worked, sick leave, vacation leave, holiday and personal leaves per pay period but shall not accumulate vacation leave for overtime hours which place the employee in over eighty (80) hours paid status per pay period and shall not accumulate on any other paid leaves, e.g. paid injury leave.

Full-time employees who are in active pay status less than the normal schedule during a given pay period will accumulate vacation at a rate equal to that percentage of the pay period they actually worked.

Section 19.5 First Year Employee Except for employees hired prior to the effective date of this Agreement, no employee will be entitled to vacation leave or payment for accumulated vacation under any circumstances until he or she has completed one (1) year of employment with the Employer.

Section 19.6 Service Credit For Vacation Service, for purposes of vacation leave accrual, shall be the continuous, uninterrupted service with the Employer or uninterrupted service with another law enforcement agency or safety forces dispatch facility in the State of Ohio. However, all employees employed as of January 1, 2016, shall have their service credit as of that date.

Each employee of the Employer who had been previously employed by the Employer with an interruption in his term of service not exceeding ten (10) years, for whatever reason, shall be entitled to a credit for such prior service for purposes of computing vacation time.

Section 19.7 Holiday/Personal leave & Vacation Scheduling Holiday/personal leave & vacation scheduling shall be subject to the prior approval of the Sheriff or the Sheriff's designee.

Annual Vacation Leave Scheduling. No later than December 1st of each year the Sheriff will issue the vacation signup sheet for each shift and will go by seniority per shift. There will be three rounds of sign-ups and each member will have the opportunity to sign up for their allotted days. The first round of vacation sign up, each member will be allowed to take full week increments, only two weeks though in the months of June, July and August. The second round each member will be allowed to sign up for a total of 5 days, individually or consecutively. In the third round, each member will be able to choose their remaining days until they have reached their allotted amount of days.

Blocked days. There is an understanding of the following days being blocked; days of Popcorn Festival and Marion County Fair. To request additional days during the current calendar year, the request shall be turned in at least by the 20th day of the month prior to month the day is requested off in, and the request can be more than one month in advance.

Special requests. Special requests for time off may be granted by the Sheriff when the circumstances merit time off, even though the request is not made in a timely manner.

Section 19.8 Accumulated Vacation Time Vacation time may be banked up to a limit of two (2) years accumulation according to the schedule above.

Section 19.9 Conversion of Vacation Leave at Layoff, Separation or Death Upon separation from service for any reason, members shall be entitled to compensation at their then current rate of pay for all accrued but unused holiday/personal leave and vacation leave to their credit at the time of separation. When a member dies while in paid status in the Service, any unused holiday/personal leave and vacation leave to the member's credit shall be paid in a lump sum to the surviving spouse or the estate of the deceased. In case of death of an employee, such unused leave shall be paid in accordance with Section 2113.04 of the Revised Code or to his estate.

ARTICLE 21 HEALTH, LIFE, DENTAL, DRUG INSURANCE

Section 21.1 Insurance

The Sheriff shall offer group medical and dental insurance coverage for each employee. It is agreed and understood that the schedule of benefits for employees shall be as set forth in the health plan offered by the County, including all conditions and payments specified or required by individual carriers/providers of the health insurance plan.

It is further agreed and understood that during the term of this Agreement that individual carriers/providers may, through no fault of the County, Union, or employees, cease coverage.

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

The Sheriff shall pay eighty five percent (85%) of the insurance premiums and the Employee shall pay fifteen percent (15%) with no cap.

If the County offers a Health Savings Account ("HSA") to any employees, the bargaining unit members contributions into the HSA will be subject to the plan limits.

Section 21.2 Insurance Committee During the life of this Agreement, the County shall continue use of the function of the "insurance committee."

Section 21.3 Eligibility

Employees shall be eligible for health insurance coverage on the first day of the month following successful completion of 60 (sixty) days employment with the Sheriff's Office. Employees who have a spouse employed by the County, whether with the Employer or another office in the County, who is eligible for and/or who has coverage under the County plan shall be eligible for family or dual (two person) coverage under the plan or as otherwise allowed by the County plan. The coverage will be designated for one employee of the County under the County health plan.

Section 21.4 Life Insurance

The County shall provide coverage at a minimum of twenty thousand (\$20,000) with a forty thousand dollar (\$40,000) Accidental Death and Dismemberment limit.

ARTICLE 23 LEAVES: INJURY, SICK, BEREAVEMENT, MILITARY, JURY, UNPAID

Section 23.1 Injury Leave Any employee who is disabled as a result of physical injury suffered in the discharge or performance of his duty shall be entitled to receive his full salary during such period of disability, for a period up to thirty (30) calendar days, without using accumulated sick leave.

The following conditions will apply to injury leave:

- A. The employee must file a Workers' Compensation claim to qualify for injury leave.
- B. The employee must submit a statement by a physician which shall include a diagnosis and an estimate of recovery time to justify use of injury leave.
- C. If the Sheriff disputes the injury leave request, the employee shall submit himself to a physical examination conducted by a doctor chosen and paid for by the Sheriff.
- D. If the doctor chosen by the Sheriff disagrees with the employee's doctor, the parties will wait until the Industrial Commission decides the Worker's Compensation claim. If the claim is allowed, the employee will be paid his injury leave. On the issue of injury leave, the decision of the Industrial Commission on the employee's Worker's Compensation claim will be determinative.
- E. Any payment from Worker's Compensation for a covered claim during the above thirty (30) calendar day period shall be turned over to the Sheriff.
- F. Physical injury for purposes of this Article shall be defined as any injury compensable under the Worker's Compensation laws of the State of Ohio.
- G. The maximum amount of injury leave available shall be thirty (30) calendar days per injury, cumulative.

The Sheriff may grant at his discretion additional injury leave under the terms of this Article. Additionally, the Sheriff may grant, at his sole discretion and not subject to the grievance procedure, paid injury leave for non-job related injuries or illnesses to employees who have exhausted their leave balances for a reasonable period if it is expected the employee will be able to return to work.

Section 23.2 Sick Leave Accumulation and Use Consistent with the practice in effect prior to the effective date of this Agreement, for each completed eighty (80) hours in pay status, an employee earns 4.6 hours of sick leave to a maximum of 4.6 hours per pay period. The amount of sick leave time any one (1) employee may acquire is unlimited. Sick leave shall be charged in minimum units of one (1) hour. Employees absent on sick leave shall be paid at the regular rate.

Section 23.3 Transfer of Sick Leave, Conversion of Unused Sick Leave at Death

Employees who transfer between Offices, or agencies, or from other public employment, or who are reappointed or reinstated within ten (10) years of prior public service employment will be credited with any unused balance of sick leave.

All employees will be eligible for payment of sick leave upon retirement up to a maximum of one-third (1/3) of the accumulated hours, up to a limit of seven hundred twenty (720) hours.

When an employee(s) passes away while in active employment, the surviving spouse or others, as spelled out in Section 2113.04 ORC, will be eligible to receive sick leave payment for which the decedent would otherwise have qualified. Such payments shall be based on the rate of pay of the employee at that time per Article 17, Section 1.

Section 23.4 Annual Sick Leave Conversion Employees who have completed their probationary period and who have used five (5) days (forty (40) hours) or less of sick leave per calendar year may elect to cash out up to five (5) days (forty (40) hours) which shall be paid in a lump sum during the month of January of the following year. Said election must be made in writing to the Sheriff by the end of the first full week in January.

Section 23.5 Reasons for Use of Sick Leave Sick leave may be requested for the following reasons:

1. Illness of the employee or injury/illness/death of the employee's immediate family where the employee's presence is required.
2. Exposure of employee or a member of the employee's immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.
3. Medical, dental, or optical examinations or treatment of employee or such examinations or treatments to a member of the employee's immediate family, where the employee's presence is required and which cannot be scheduled during non-working hours.
4. Pregnancy, childbirth, and/or related medical conditions.
5. Injury of the employee after "Injury Leave" has expired.

Section 23.6 Expiration Of Sick Leave If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted an unpaid personal leave subject to Article 23.

Section 23.7 Charging Of Sick Leave, Occurrences. Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Employees shall not use sick leave to cover tardiness.

Section 23.8 Evidence Required For Sick Leave Usage The Sheriff shall require an employee to furnish a standard written statement to justify the use of sick leave, or in accordance with this Article, a certificate stating the nature of the illness from a licensed physician, dentist or chiropractor. Employees may be disciplined for abuse or misuse of sick leave. Falsification of either a written signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

Section 23.9 Notice Required for Use of Sick Leave An employee requesting sick leave shall cause notification to the employee's immediate supervisor or other designated person, of the fact and the reason no later than one hour prior to the time the employee is scheduled to report to work unless other arrangements have been made with the supervisor.

When reporting off sick, the employee must advise his immediate supervisor of the nature of his illness, the effects it is having on him, and whether he plans to contact a physician in reference to his illness. Any employee reporting off sick should identify the person he talks to when calling in sick. Any employee receiving a call from another employee in reference to being sick must advise the immediate supervisor.

Upon the employee's request, vacation leave may be used as sick leave after sick leave is exhausted. Employees who have exhausted sick leave and vacation leave may, at the discretion of the Sheriff, be granted an unpaid personal leave of absence.

Section 23.10 Immediate Family defined The definition of immediate family for the purpose of this Agreement shall be: grandparents, step-grandparents, brothers, sisters, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, father, father-in-law, mother, mother-in-law, spouse, child, step-child, grandchild, or legal guardian, step-children, step-brother, step-sister, step-father, step-mother, step-brother, step-sister, half-brother, half-sister, foster parent or guardian or other person who stands in place of a parent (loco parentis) or any other person living with the employee on a continuous basis.. In the case of a member of the immediate family not living with the employee, the Sheriff may credit sick leave when it appears justified, but such cases shall be justified and shall be carefully investigated.

Section 23.11 Physician Statement for Use of Sick Leave A medical certificate from a licensed physician certifying or affirming as to the nature of the illness and the employee's capability to return to work must be presented to the supervisor by an employee who has been ill for seven (7) consecutive days the employee will not be permitted to return to work. A certificate or affidavit may be required for less than seven (7) days absence. The failure to present such a certificate or affidavit may result in loss of pay or other disciplinary action for the time absent.

Section 23.12 Physician Examination The Sheriff may require an employee to take an examination, conducted by a mutually agreed upon licensed physician, to determine the physical or mental capability to perform the material and substantial duties of his position. If found not qualified, the employee "may" be placed on a job he or she can perform or on sick leave or disability leave. The cost of such examination shall be paid by the Sheriff.

Section 23.13 Bereavement Leave Bereavement leave may be used for death in the immediate family (as listed in Section 23.2 - D) and shall consist of no more than three (3) days per death.

Section 23.14 Military Leave The Sheriff's Office shall provide military leave. It will be in accordance to the most recent published federal mandates in accordance to the law.

Section 23.15 Jury Duty Leave A Bargaining Unit member, while serving upon a jury in any court of record will be paid the member's regular salary for each of the member's workdays during the period of time so served. Time so served shall be deemed active and continuous service for all purposes. Members are required to reimburse the Sheriff for monies received when serving on Jury Duty while serving at the same time the member was scheduled to work.

Section 23.16 Leave of Absence Upon the written request of a permanent employee, the Sheriff may grant the employee a leave of absence without pay in accordance with the following:

- A. The maximum leave without pay shall not exceed six (6) months.
- B. The maximum duration of a leave for purposes of education, training, or specialized experience, which would benefit the Sheriff's Office by improved performance, or for other related reasons shall not exceed two (2) years. An employee shall submit to the Sheriff pertinent information relating to the training for which the leave is requested.
- D. The authorization of a leave is solely a matter of administrative discretion. No leave of absence shall be granted for the purpose of working another job.
- E. Upon completion of a leave of absence, the employee is to be returned to the position; in their classification, formerly occupied or another position at a similar level should the original position be abolished.
- F. If an employee fails to return to work upon the expiration of an authorized leave, that employee shall be considered as having been terminated.
- G. An employee on leave does not earn sick or vacation leave credit. Time spent on leave shall, however, be considered in determining length of service for purposes where tenure is a factor.
- H. If it is determined that an employee is not actually using the leave for the purpose specified, the Sheriff may cancel the leave and provide the employee with written notice directing the employee to return to work, and take such disciplinary action the Sheriff deems appropriate.
- I. Leave For Medical Reasons A physically or mentally incapacitated employee, who has exhausted his accumulated sick leave and vacation time may request up to six (6) months of personal leave without pay if he/she can present evidence as to the probable date on which the employee will be able to return to his classification. Such request should be in writing, with supporting evidence attached. Upon request to return, the employee may be required to present medical documentation that he/she is able to perform the duties of his position and/or the employee may be required by the Sheriff to submit to a medical examination to determine his fitness to return to duty and fully perform the duties of his classification.
- J. Sick And Vacation Leave Credit On Unpaid Leaves, Seniority An employee on leave of absence without pay does not earn sick leave or vacation credit. Seniority shall be according to the provisions of Article 14 of this Agreement.

ARTICLE 28 DURATION

Section 28.1 Duration This Agreement shall be effective as of date of the Conciliation Award for all terms of the Agreement unless otherwise specified and shall remain in full force and effect until September 30, 2020.

If either party desires to modify, or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be mailed to the Employer. The parties shall commence negotiations and shall meet to establish the Bargaining guidelines within two (2) calendar weeks upon receiving notice of intent.

CERTIFICATE OF SERVICE

I hereby certify that an exact copy of the foregoing Conciliation Report and Appendix has been served via electronic mail to Chuck Choate, cchoate@neo.rr.com, Jonathan Downes jjd@zrlaw.com, Sheriff Tim Bailey tbailey@co.marion.oh.us, and to the State Employment Relations Board, Columbus, Ohio med@serb.state.oh.us this 3rd day of November, 2017.

Howard Tolley

Howard Tolley, Conciliator

November 3, 2017
Date