

STATE EMPLOYMENT  
RELATIONS BOARD

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**Agreement Between**

**The Vinton County Sheriff**

**and**

**AFSCME, Ohio Council 8, Local #3575**

**Effective February 24, 2010 through February 23, 2013**

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**ARTICLE 1  
AGREEMENT**

SECTION 1.1. This Agreement is entered into by Local 3575 and AFSCME, AFL-CIO and Ohio Council 8, AFSCME, AFL-CIO, hereinafter referred to as the "Union" and the Sheriff of Vinton County, Ohio, hereinafter referred to as the "Employer".

**ARTICLE 2  
RECOGNITION**

SECTION 2.1. The Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, terms and other conditions of employment for all employees in the following bargaining units:

Dispatchers Unit (SERB Case No. 88-REP-04-0080)

Included: All dispatchers of the Vinton County Sheriff's Department.

Excluded: All management level employees, confidential, and supervisors as defined in the Act and all deputy sheriffs.

Deputy Sheriff's Unit (SERB Case No. 88-REP-04-0081)

Included: All deputy sheriffs of the Vinton County Sheriff's Department below the rank of sergeant including jailers.

Excluded: All management level employees, confidential, and supervisors as defined in the Act, and all non-deputized employees including dispatchers and all deputy sheriffs of the rank of sergeant and above.

Sergeants Unit (SERB Case No. 05-REP-04-0056)

Included: All Sergeants employed by the Vinton County Sheriff.

Excluded: All management level, supervisory and confidential employees as defined in the Act; all employees currently represented by a certified bargaining agent, all other employees.

SECTION 2.2. It is understood that this Agreement is a multiple unit Agreement, entered into voluntarily by the parties pursuant to Chapter 4117 of the Ohio Revised Code, and that no future obligation exists that would require the parties to bargain for these units in separate negotiations.

**ARTICLE 3  
MANAGEMENT RIGHTS**

SECTION 3.1. Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the Vinton County Sheriff's Department in addition to all other functions and responsibilities which are required by law. Specifically, the Employer's exclusive management rights include, but are not limited to the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall or to reprimand, suspend, discharge or discipline for just cause to maintain order among employees;
- B. To promulgate and enforce reasonable employment rules and regulations and to otherwise exercise the prerogatives of management;
- C. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- D. To determine the Department's goals, objectives, programs and services;
- E. To determine the size, composition, and duties of the work force, and the number of shifts required, to establish work schedules, to establish hours of work, to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including, but not limited to the assignment of employees, duties to be performed, qualifications required, and areas worked;
- F. To relieve employees from duty due to the lack of work or lack of funds;
- G. To determine when a job vacancy exists, the standards of quality and performance to be maintained;
- H. To determine the necessity to schedule overtime and the amount required thereof;
- I. To maintain the security of records and other pertinent information;
- J. To determine the overall budget;
- K. to maintain and improve the efficiency and effectiveness of the Employer's operation; and,
- L. To determine and implement necessary actions in emergency situations.

SECTION 3.2. The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law shall remain the function of the Employer.

**ARTICLE 4  
DUES CHECK OFF AND UNION SECURITY**

SECTION 4.1. The Employer agrees to deduct Union dues and fees, in the amounts authorized by the Union, from the pay of all bargaining unit employees. Employees authorizing dues deduction shall submit an individual written authorization card bearing their signature. Deductions shall be made bi-weekly. The total amount of dues and fees, together with a separate alphabetical list of the names of employees for whom dues are deducted and for whom fees are deducted, shall be transmitted to the Controller, AFSCME Ohio Council 8, 6800 North High, Worthington, Ohio

43085-2512, no later than the tenth (10th) day following the end of the pay period in which the deduction is made. A copy of the alphabetical lists of names shall also be transmitted to the Treasurer of the Local.

SECTION 4.2. All bargaining unit employees who are members of the Union on the effective date of this Agreement and all present and future employees who become members of the Union, by submitting a signed dues deduction authorization to the Employer shall continue to remain members of the Union for the term as set forth by such membership card. Should a member withdraw membership under the terms as set forth, such member would then be covered under the fair share provision of this Article.

SECTION 4.3. All employees in the bargaining unit shall, 60 days after their date of hire, pay to the Union a fair share fee pursuant to Section 4117.09© of the Ohio Revised Code.

Nothing herein shall require any employee to become a member of the Union as a condition of employment, and fair share fees shall not exceed dues paid by members of the Union who are in the bargaining unit covered by this Agreement.

The Union represents to the Employer that it has promulgated and shall maintain in force throughout the term of this Agreement a fair share fee reduction and challenge procedure for fair share fees of employees who are not members of the Union and which conform to the provisions of Section 4117.09© of the Ohio Revised Code, federal law and applicable state and federal court decisions.

The deduction of the fair share fee by the Employer from the payroll check of a non-member employee shall be automatic and does not require the written authorization of the employee. Payment of such fair share fees shall be made to the Union in accordance with dues deduction procedures provided for in this Article. The obligation of the Employer to deduct a fair share fee shall cease upon the removal of the non-member employee from the active payroll for any reason.

The Local Union President or Treasurer shall provide the Employer with a statement as to the amount of the fair share fee and as to any changes in said fee including its effective date, prior to being obligated to make such deduction(s).

SECTION 4.4. All employees who are hired after February 24, 2004 who do not become members of the Union on the day following the completion of their initial probationary period shall pay a fair share fee to the Union as a condition of employment. All employees who were members of the Union as of February 24, 2004, or who become members of the Union after February 24, 2004 and who subsequently withdraw from the Union under the provisions of this Agreement, shall pay a fair share fee to the Union upon withdrawing their membership from the Union, as a condition of employment.

The fair share fee amount shall be certified to the Sheriff by AFSCME Ohio Council 8. The deduction of the fair share fee shall be automatic and does not require a written authorization from

the employee. The fair share fee shall be deducted from an employee's pay and transmitted to the Union in the same manner as Union dues.

SECTION 4.5. The Employer will provide the Local Union and the Ohio Council 8, Athens Regional Office a list of the names and addresses of all bargaining unit employees effective thirty (30) days after the execution of this Agreement and every six (6) months thereafter.

## **ARTICLE 5 UNION BUSINESS**

SECTION 5.1. The Union may select two stewards, who shall have the right to investigate and process grievances without a loss of pay during working hours, subject to the operational needs of the department and with prior approval of the Sheriff.

SECTION 5.2. The Staff Representative may consult with bargaining unit members in the assembly area before the start at the completion of the day's work, and he shall be permitted access to work areas at all reasonable times for the purposes of adjusting grievances or attending meetings as permitted herein.

SECTION 5.3. The President and Vice-President of the Local shall have the same rights and privileges set forth above for stewards and the Staff Representative.

SECTION 5.4. The Employer shall provide space for a bulletin board for the exclusive use of the Union, to be placed in a prominent location in the work area.

It is also understood that no material may be posted on the Union bulletin boards at any time which contain the following:

- A. Personal attacks upon any other members or any other employee;
- B. Scandalous, scurrilous or derogatory attacks upon administration;
- C. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

SECTION 5.5. The Union President may have up to three (3) days to attend any Ohio Council 8 meetings.

## **ARTICLE 6 NO STRIKE/NO LOCKOUT**

SECTION 6.1. It is understood and agreed that the services of employees of the Employer are essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no

interruption of services by the employees because of any work slowdown, strike or other concerted effort during the term of this Agreement or any extensions thereof.

SECTION 6.2. If any members of the bargaining unit, either individually or collectively, engage in a work slowdown, walkout or any other concerted effort resulting in interruption of services, the Union shall publicly denounce such violation, disclaim approval, and order all member participants to return to work immediately. Any employee who participates or promotes such strike activities as previously outlined, may be discharged and only the question of whether or not he/she did in fact participate in or promote such action shall be subject to appeal.

SECTION 6.3. The Employer agrees that neither he, his officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of employees during the term of this Agreement.

SECTION 6.4. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

## **ARTICLE 7 NON-DISCRIMINATION**

SECTION 7.1. The Employer shall agree not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the employer or any employer representative against any employee because of Union membership or because of any authorized employee activity in an official capacity on behalf of the Union.

SECTION 7.2. The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no unlawful disparate treatment, restraint or coercion by the Union or its representatives against any employee exercising the right to abstain membership in the Union or involvement in Union activities.

SECTION 7.3. All references to employees in this Agreement designate both sexes and where the male or female gender is used, it shall be understood to include male and/or female employees. The term employee shall be defined as a person whose position is included in the bargaining unit except as otherwise provided herein.

SECTION 7.4. The Employer agrees not to discriminate against employees because of race, creed, color, national origin, age, sex or disability.

## **ARTICLE 8 GRIEVANCE PROCEDURE**

SECTION 8.1. Grievance shall be defined as a violation, misinterpretation, or misapplication of this Agreement. Grievances shall be handled as set forth herein.

SECTION 8.2. Grievances shall be filed, in writing, within fifteen (15) days after the occurrence which gave rise to the grievance, or within fifteen (15) days after the grievant had knowledge of the occurrence which gave rise to the grievance, or within fifteen (15) days after the grievant had knowledge of the occurrence which gave rise to the grievance.

SECTION 8.3. Grievances shall be filed with the Sheriff. He shall conduct a grievance meeting between the grievant(s), the Steward, and/or the Local President, within ten (10) calendar days of receipt of the grievance. The Staff Representative may also attend the grievance meeting. The Sheriff shall answer the grievance, in writing, within fifteen (15) calendar days of the grievance meeting. A copy of the answer shall be provided to the grievant(s) and the Steward or the Local President and the Staff Representative.

SECTION 8.4. Mediation

IN THE EVENT MEDIATION IS SELECTED BY BOTH PARTIES, THE FOLLOWING PROCESS SHALL BE FOLLOWED:

- a. The selection procedure of the Mediator shall be in accordance with the procedure outlined in Section 8.5 of this Agreement, or from assignment of a Federal Mediation and Conciliation Service (FMCS) Mediator.
- b. The conduct of the Mediation hearing shall be in accordance with Section 8.5 Arbitration, and the list below.
- c. The Mediator shall make his decision in conformity with this Agreement and shall not modify or change this Agreement and shall render a decision in writing within seventy-two (72) hours from the close of the hearing. The acceptance or rejection of the Mediator's decision is voluntary for both parties.

Accordingly, the parties shall use the mediation approach and procedure for resolving grievances.

- d. When both parties choose the Mediation alternative, the parties and the designated mediator (arbitrator) will select a mutually agreeable date for holding the mediation. If a mutually agreeable date cannot be selected, the Mediator will select the date and both parties will abide by this selection. This same procedure shall apply to selecting a time and location for holding the mediation.
- e. The Mediation hearing shall be conducted in accordance with the following:

1. The hearing shall be informal. No hearing shall last longer than eight (8) hours in a twenty-four (24) hour period.
  2. No briefs shall be filed or transcripts made. The Mediator will set break and meal periods and time limits.
  3. There shall be no formal rules of evidence.
  4. Each party's case must be presented by a representative of their own choice.
  5. The Mediator shall attempt to mediate the grievance after the facts presented by both parties.
- f. Any recommendations of the Mediator in this procedure shall not be used as a precedent in any other grievance or hearing, except the grievance for which the Mediator has issued his recommendations.
  - g. The parties may agree to present more than one grievance to the Mediator for his recommendations. Each party will submit to the Mediator a copy of the grievance and any information that has been submitted as part of the grievance record prior to the hearing. The Mediator will be provided a copy of the Collective Bargaining Agreement.
  - h. The parties shall split the cost of the Mediator and hearing room.
  - i. If the grievance is not satisfactorily resolved as provided in Mediation, the Union may appeal the grievance to arbitration.

SECTION 8.5. Grievances may be appealed by the Union to arbitration within thirty (30) days of its receipt of the Sheriff's answer. The appeal shall be in writing. The Union will then request a list of arbitrators from the American Arbitration Association or the Federal Mediation and Conciliation Service, to be provided to the Union and the Employer. The arbitrator will be selected in accordance with the rules of the American Arbitration Association or the Federal Mediation and Conciliation Service. A hearing shall be scheduled and the arbitrator will render his decision within thirty days of the close of the hearing. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall not add to, subtract from, or modify the terms of this Agreement.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first (1st) question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

SECTION 8.6. The fees and expenses of the arbitration proceedings shall be shared equally between the parties. The parties shall each be responsible for the fees and expenses of their own representatives in the proceeding.

SECTION 8.7. Employee witnesses, grievants, and representatives shall attend any grievance meetings and/or arbitration proceedings without a loss of pay.

SECTION 8.8. Time limits as set forth in this Article may be waived by mutual written agreement between the parties.

## **ARTICLE 9 DISCIPLINE**

SECTION 9.1. No employee shall be disciplined except for just cause.

SECTION 9.2. An employee shall have the right to be represented by the Union at any disciplinary procedure herein.

SECTION 9.3. All discipline shall be in writing and shall set forth the reasons for the discipline. A copy of the discipline shall be provided to the employee. An employee may grieve reprimands but reprimands may not be appealed to the arbitration step of the grievance procedure.

SECTION 9.4. Records of disciplinary action shall cease to have force and effect eighteen (18) months after its effective date, provided there are no intervening disciplinary actions taken during that time period. Such disciplines shall not be taken into consideration for any future discipline which may occur.

## **ARTICLE 10 PROBATIONARY PERIOD**

SECTION 10.1. Effective upon the execution of this Agreement, newly hired or appointed employees shall serve a one year probationary period, commencing upon the first day they receive compensation from the Sheriff. Probationary employees may be terminated any time during their probationary period and shall have no appeal over such removal.

## **ARTICLE 11 SENIORITY**

SECTION 11.1. Seniority shall be defined as an employee's length of continuous service with the Employer. A break in seniority shall only occur when an employee resigns, retires or otherwise terminates his employment with the Employer. An employee who resigns and later returns to the bargaining unit shall forfeit all past seniority.

SECTION 11.2. Classification seniority shall be defined as the employee's length of service in his classification.

SECTION 11.3. The Employer shall provide a complete seniority list to the Union on an annual basis. The list shall include each employee's name, seniority date, classification seniority date and social security number.

## **ARTICLE 12 LAYOFF AND RECALL**

SECTION 12.1. When the Employer determines that a long term layoff or job abolishment is necessary, they shall notify the affected employees fifteen (15) calendar days in advance of the effective date of the layoff or job abolishment. The Employer agrees to discuss, with representatives of the Union, the impact of the layoff on bargaining unit employees.

SECTION 12.2. The Employer shall determine in which classification layoffs will occur and layoffs of bargaining unit employees will be by classification. Probationary employees shall be laid off first, then part-time employees shall be laid off, within each classification in order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off.

SECTION 12.3. When employees are laid off, the Employer will create a recall list for each classification. The employer shall recall employees from layoff within each classification as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of fifteen (15) months after the effective date of the layoff.

When the Employer recalls persons off the list, they shall be recalled to their previous classification, but not necessarily to the unit in which they were working when laid off.

SECTION 12.4. Notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

SECTION 12.5. The recalled employee shall have five (5) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notices in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

**ARTICLE 13  
CONTRACTING OUT**

SECTION 13.1. The Employer agrees not to contract out work which would result in the layoff of bargaining unit employees.

**ARTICLE 14  
HOURS OF WORK AND OVERTIME**

SECTION 14.1. A week shall be defined as 12:01 a.m. Thursday through midnight Wednesday. Dispatchers and Deputy Sheriffs may be assigned to work rotating shifts. Employees may trade off on shifts, provided the Sheriff is notified in advance of such shift trade-offs.

SECTION 14.2. Employee shall be paid time and o in excess of forty (40) hours in one week.

Wed 1201AM ↑

SECTION 14.3. Overtime shall be first offered to where the overtime occurs.

Thru

SECTION 14.4. Full-time employees holding the pc for special deputy detail. Dispatchers approved t dispatcher appropriate rate of pay.

Tues Midnight

SECTION 14.5. Employees may take compensatory time shall be granted at the overtime rate (1 ½ hou ). Compensatory time off for overtime assigned by the the employee. The Sheriff shall post rules which go ll not be less than as set forth by the Federal Fair Labor Standard Act. If a Deputy is called in to work as an emergency backup by the Sheriff or his designee, and works less than four hours of overtime, the decision to grant compensatory time off in lieu of overtime pay shall be at the discretion of the Sheriff.

SECTION 14.6. Emergency calls do not have to be approved by the Sheriff. The closest employee should first be called.

**ARTICLE 15  
LEAVES OF ABSENCE**

SECTION 15.1. LEAVE WITHOUT PAY. Employees may be granted the following types of unpaid leaves of absence:

A. **DISABILITY LEAVE:** A physically incapacitated employee may request a disability leave. A disability leave may be granted when the disability continues beyond accumulated sick leave rights and provided the employee is:

1. Hospitalized or institutionalized;
2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or,
3. Is declared incapacitated for the performance of the duties of his position by a licensed physician designated by the Employer. Such examination may be required by the Employer.

It is the employee's responsibility to request a disability leave and such leave is not granted automatically when the employee's sick leave has expired.

B. **PERSONAL LEAVE:** The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such leave may not be renewed or extended beyond six months. The employee shall include all pertinent information relating to the need for a personal leave of absence with his request for leave. Such leave shall be at the total discretion of the Employer. No leave of absence shall be granted for the purpose of working another job.

SECTION 15.2. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be granted for the purpose of working another job. A leave of absence shall be requested on the standard Request for Leave form.

SECTION 15.3. An employee on leave of absence without pay does not earn sick leave or vacation credit.

SECTION 15.4. If a leave of absence is granted for a specific purpose, and it is found that the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

SECTION 15.5. Upon completion of a leave of absence, the employee may be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. An employee may contact the Employer prior to the expiration of said leave, and be granted a reasonable extension for a justifiable cause. An employee may be returned to work before the scheduled expiration of leave if requested by the employee and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved leave of absence, and does not submit a resignation, the employee will be considered "absent without leave" and may be subject to immediate termination.

**SECTION 15.6. FAMILY AND MEDICAL LEAVE (FML).** Pursuant to the Family and Medical Leave Act of 1993, FML may be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1,250 hours of service during the twelve (12) months before the leave is requested. The leave may be granted up to a total of twelve (12) weeks during any twelve (12) month period for the following reasons:

- A. Because of the birth of a child or placement for adoption or foster care of a child;
- B. In order to care for the spouse, son, daughter, parent, or one who stood in place of a parent of the employee, if such spouse, son, daughter, parent, or "in loco parentis" has a serious health condition;
- C. Because of a serious health condition that makes the employee unable to perform his employment functions.

**SECTION 15.7.** When the necessity for birth or placement leave is foreseeable, the employee must so inform the Sheriff not less than thirty (30) days before the date such leave is to begin, but if the date of the birth or adoption requires the leave to begin in less than thirty (30) days, the employee shall provide such notice as is practicable.

**SECTION 15.8.** Care leave or illness leave may be taken intermittently when medically necessary. If intermittent care or illness leave is foreseeable based on planned medical treatment, the Employer may require the requesting eligible employee to transfer temporarily to an available position for which the employee is qualified and that (1) has equivalent pay and benefits, and (2) better accommodates recurring periods of leave than the regular employment position of the employee.

**SECTION 15.9.** When the necessity for care or illness leave is foreseeable based on planned medical treatment, the employee is obligated:

- A. To make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the Employer, subject to the approval of the treating health care provider; and,
- B. To provide the Employer with not less than thirty (30) days notice before the beginning date of the leave; but if the date of treatment requires leave to begin in less than thirty (30) days, such notice as is practical shall be given.

**SECTION 15.10.** An eligible employee who is granted intermittent care or illness leave is required to make a reasonable effort to schedule treatment so as not to disrupt unduly the operations of the Employer (subject to health care provider approval) and to give the Employer not less than thirty (30) days notice before the date of the leave is to begin, except that if treatment requires leave to begin in less than thirty (30) days, notice as is practical is required. The employee must also provide the Employer with a health care provider certification as to the date on which the treatment is expected to be given and the duration of such treatment.

SECTION 15.11. The employee must provide the Employer with certification of the condition giving rise to the request for leave from a health care provider. The Employer, at Employer expense, may require a second opinion on the validity of the certification. Should a conflict arise between health care providers, a third and binding opinion, at Employer expense will be sought. An employee seeking FML must first use paid sick time (if applicable), vacation, and personal holidays before going on unpaid leave. The total amount of family leave paid and unpaid will not exceed a total of twelve (12) weeks. In any case in which a husband and wife entitled to family leave are both employed by the Employer, the aggregate number of workweeks of leave to which both may be entitled may be limited to twelve (12) weeks during any twelve (12) month period if such leave is taken because of the birth of a child or placement for adoption or foster care of a child or to care for a sick parent who has a serious health condition. The employee will be responsible for his share of the health insurance cost (if any) during the leave. If the employee does not return from the leave, he is responsible for the total premium paid by the Employer, unless the reason for not returning is directly due to the medical condition of the employee. Employees who utilize FML shall not lose seniority. Employees shall return to the same or similar position if the original position no longer exists.

SECTION 15.12. It is intended that this Article comply with the Family and Medical Leave Act of 1993 and the Employer may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this Agreement.

#### **ARTICLE 16 SICK LEAVE**

SECTION 16.1. Each employee shall earn for each completed eighty (80) hours of service sick leave credit of four and six-tenths hours with pay. Employees may request sick leave, and sick leave shall be granted upon approval of the Sheriff, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury, or death in the employee's immediate family. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the employee's credit on the basis of one hour for every one hour of absence from previously scheduled work. Part-time employee shall earn sick leave on a pro-rated basis.

SECTION 16.2. The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illnesses to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate may be grounds for disciplinary action including dismissal.

SECTION 16.3. When an employee is unable to report to work, he shall notify the supervisor or other designated person, no later than one (1) hour before the start of their shift on each day of absence, unless prior notification and arrangements have been made by the employee with the Employer.

SECTION 16.4. Employees failing to comply with sick leave rules and regulations shall not be paid and disciplinary action may be taken. Application for sick leave with intent to defraud may result in disciplinary action and may result in refund of salary or wages paid.

SECTION 16.5. The Employer may require an employee to take an examination, conducted by a licensed physician of the Employer's choice, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or leave without pay. The cost of such examination shall be paid by the Employer.

SECTION 16.6. Payment of accrued but unused sick leave will be made to each bargaining unit employee, upon disability or service retirement under the Public Employees' Retirement System from active service with employment from the Department, who has ten (10) or more years of service with the Vinton County Sheriff's Department. The amount of payment will be twenty-five percent (25%) of accrued but unused sick leave up to a maximum payment for thirty (30) days. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all credit accrued by the employee at the time. Such payment shall be made only once to any employee.

SECTION 16.7. Employees who maintain a minimum of 600 hours of sick leave to their credit may one time per year exchange up to 80 hours of such leave and convert it to vacation time.

SECTION 16.8. An employee who does not use sick leave, except for medical, dental or optical examinations of the employee or their immediate family for a period of twelve months, shall be credited with one (1) personal day not deducted from any leave to be used during the next twelve month period.

#### **ARTICLE 17 FUNERAL LEAVE**

SECTION 17.1. Each employee shall be granted up to five (5) days paid funeral leave, three (3) days of which shall be paid by the Sheriff, and if requested, the other two (2) days will be deducted from the employee's sick leave.

#### **ARTICLE 18 VACATION**

SECTION 18.1. Each employee, after service of one (1) year shall have earned and will be due upon the attainment of the first year of employment, and annually thereafter, eighty (80) hours of vacation leave with full pay. An employee, with eight (8) or more years of service shall have earned and is entitled to one hundred twenty hours (120) of vacation leave with full pay. An employee with fifteen (15) or more years of service shall have earned and is entitled to one hundred sixty (160) hours of vacation leave with full pay. An employee with twenty-five (25) years of service have earned and

is entitled to two hundred (200) hours of vacation leave with full pay. Such vacation leave shall accrue to the employee at the rate of three and one-tenth hours each biweekly period for those entitled to eighty (80) hours per year; four and six-tenths hours each biweekly period for those entitled to one hundred twenty (120) hours per year; and six and two-tenths hours each biweekly period for those entitled to one hundred sixty (160) hours per year; and seven and seven-tenths hours each biweekly period for those entitled to two hundred (200) hours per year. With the permission of the Sheriff, an employee may accumulate vacation from year to year up to a maximum of three (3) years. Part-time employees shall earn vacation on a pro-rated basis.

SECTION 18.2. Employees may with a two week advance notice, convert to cash up to eighty (80) hours of their accrued vacation leave at the employees' current rate of pay. This opportunity to convert will be limited to one time per year per employee at the employee's discretion.

SECTION 18.3. Vacations will be scheduled in accordance with the work load requirements of the Department.

SECTION 18.4. Upon separation from service an employee shall be entitled to compensation at his current rate of pay for all accrued and unused vacation leave to his credit at the time of separation. In case of death of an employee such unused vacation leave shall be paid to his estate or to a designated beneficiary.

## **ARTICLE 19 HOLIDAYS**

SECTION 19.1. All employees shall be entitled to a full day of holiday pay for the following holidays:

- New Year's Day
- Martin Luther King Day
- Washington-Lincoln Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- 4 hours Primary election
- 4 hours General Election
- Thanksgiving Day
- Christmas Day
- Employee's Birthday

Holidays shall be observed on the actual day they occur.

SECTION 19.2. Employees shall be paid time and one-half (1 ½) pay for all hours worked on a holiday, in addition to their holiday pay.

SECTION 19.3. To be entitled to holiday pay, an employee must be on the active payroll (i.e., actually receive pay) during the week in which the holiday falls, and must have worked or been on approved paid leave his last scheduled working day prior to the holiday and his first scheduled working day after the holiday within the employee's regularly scheduled work week, unless such absence has been approved by the Employer.

## **ARTICLE 20 UNIFORMS**

SECTION 20.1. The Employer shall continue to provide, as needed and as approved by the Sheriff, basic uniforms and uniform replacement items to Deputy Sheriffs and Jailers, at no cost to the employee. All uniforms purchased by the employer remain the property of the Employer and must be turned in when separated from employment.

## **ARTICLE 21 INSURANCE**

SECTION 21.1. The Employer agrees to continue comparable hospitalization insurance coverages and benefits as existed immediately prior to the signing of this Agreement, at no cost to the employees.

## **ARTICLE 22 WAGES**

SECTION 22.1. Effective February 24, 2010, bargaining unit employees shall receive a thirty-five cents (\$0.35) per hour increase.

Deputy - \$12.80/hr      Dispatcher - \$11.45/hr      Sergeants - \$12.90/hr

SECTION 22.2. The parties agree to reopen negotiations regarding wages, said reopeners to begin effective January 1, 2011 and January 1, 2012.

SECTION 22.3. The Employer agrees to continue the PERS salary reduction plan for bargaining unit employees.

**ARTICLE 23  
WAIVER IN CASE OF EMERGENCY**

SECTION 23.1. In cases of emergency declared by the President of the United States, Governor of the State of Ohio, the Vinton County Commissioners, the Federal or State Legislature or the Vinton County Sheriff, for such acts of God or civil disorder, the following conditions of the Agreement may automatically be suspended:

- A. Time limits for management or the Union replies on grievances.
- B. Selected work rules and/or agreements and practices relating to the assignment of employees.

SECTION 23.2. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure to which they (the grievant(s)) had properly progressed.

**ARTICLE 24  
SAVINGS CLAUSE**

SECTION 24.1. In the event any section or portion of this Agreement is declared to be unlawful by a court of competent jurisdiction, the remainder of the Agreement shall continue in full force and effect and the parties shall meet as soon as possible in order to bargain over a lawful replacement for the abrogated provisions.

**ARTICLE 25  
JOB POSTING**

SECTION 25.1. The Employer shall determine when a vacancy exists. The Employer shall post, internally on one (1) bulletin board specified for such postings, vacancies which occur or are imminent within the Department except in those cases where an employee is eligible for reinstatement from layoff to the vacant position. Each announcement shall specify the title and nature of the job, the required qualifications, and the deadline and place of application. Each announcement shall be posted for five (5) working days, including the date it was first posted. Any employee who wishes to be considered for a vacancy shall file a written application with the Sheriff no later than the end of the posting period. Applications not timely filed shall not be required to be considered. Employees who are on an approved vacation may file a written application with the Sheriff not later than three (3) working days following the employee's return from the approved vacation.

SECTION 25.2. The Employer will consider the following criteria in selecting the successful applicant: seniority; experience; ability to perform the essential functions of the position; records of

attendance and discipline; education; other qualifications including testing results, if testing is required. The Employer will select the most qualified applicant based on these criteria.

**ARTICLE 26  
DURATION OF AGREEMENT**

SECTION 26.1. This Agreement shall be effective as of February 24, 2010, and shall remain in full force and effect until 11:59 p.m., February 23, 2013.

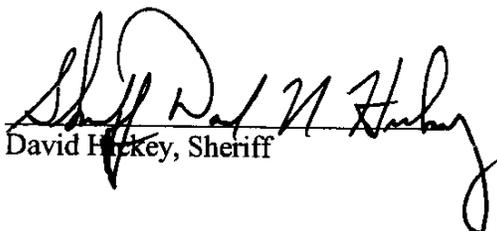
SECTION 26.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. The parties shall commence negotiations within two calendar weeks upon receiving the notice of intent.

SECTION 26.3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in the Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

SECTION 26.4. This Agreement constitutes the entire Agreement between the parties and all other agreements written, oral or otherwise are hereby canceled.

In witness whereof the parties have affixed their signatures this 25 day of ~~December~~<sup>January</sup>, 2010.

FOR THE VINTON CO. SHERIFF

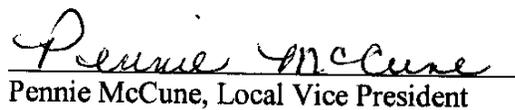
  
David Hickey, Sheriff

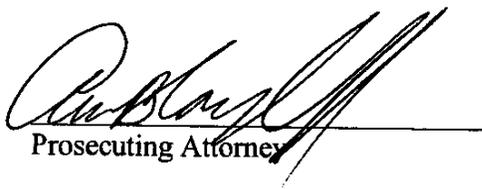
FOR AFSCME/OHIO COUNCIL 8

\_\_\_\_\_  
Gary W. Arnold, Staff Representative

  
Michael Woodruff, Local President

APPROVED AS TO FORM:

  
Pennie McCune, Local Vice President

  
\_\_\_\_\_  
Prosecuting Attorney