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10-MED-09-1063  
1369-04  
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**AGREEMENT**

**BETWEEN**

**THE LOGAN COUNTY SHERIFF**

**AND**

**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION  
(DEPUTY SHERIFF'S BARGAINING UNIT)**

**EFFECTIVE:**

**January 1, 2011 through December 31, 2013**

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## ARTICLE 1

## PREAMBLE & RECOGNITION

**Section 1.1 Purpose** This Agreement is made by and between the Logan County Sheriff's Office (hereinafter "Employer"), and the Ohio Patrolmen's Benevolent Association (hereinafter "Union"), in relation to the terms and conditions of employment as set forth in this Agreement for employees in the bargaining unit.

**Section 1.2 Bargaining Unit** The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, terms and other conditions of employment for those employees of the Employer in the bargaining unit as defined below. Whenever used in this Agreement, the term "bargaining unit" shall be deemed to include all employees in the bargaining unit as certified in SERB Case No. 08-REP-10-0170. The bargaining unit is as follows:

**Included:** All full-time employees employed in the classification of Deputy Sheriff.

**Excluded:** All full-time employees of the Logan County Sheriff's Office not included above and all employees exempted pursuant to Chapter 4117, including but not limited to management-level, supervisory, confidential employees, the Sheriff, Chief Deputy, Lieutenants, Sergeants, seasonal, intermittent, part-time, casual and all other employees not specifically included herein.

**Section 1.3 New Positions** In the event a new classification(s) is created within Logan County Sheriff's Office that is to be filled with a full-time Deputy Sheriff, the parties, upon written request of the Union, shall meet to discuss the possible inclusion of the new classification(s) in the bargaining unit within fourteen (14) calendar days after the new classification(s) is announced. If the parties agree on the bargaining unit status of the new classification(s), it shall be implemented as agreed upon by the Union and the Employer. If the parties do not agree, the position(s) shall be subject to petition by the Union to the State Employment Relations Board consistent with Chapter 4117 of the Ohio Revised Code and SERB Rules and Regulations.

## **ARTICLE 2            DUES CHECK-OFF**

**Section 2.1.** The Employer and the Union agree that membership in the Union is available to all employees occupying classifications determined by this Agreement to be appropriately within the bargaining unit upon the successful completion of sixty (60) days of employment.

**Section 2.2.** The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee eligible for membership 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. Upon receipt of the proper authorization, the Employer will request the Auditor to deduct Union dues from the payroll check during the next pay period that Union dues deduction is normally due.

**Section 2.3.** The rate at which dues are to be deducted and a list of employees who have authorized deductions shall be certified to the Employer by the Treasurer of the Union. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deduction.

**Section 2.4.** Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

**Section 2.5.** The total amount of dues deduction and a list of all employees whose dues have been deducted shall be transmitted to the Union Treasurer within ten (10) days following the date when the deduction was made.

**Section 2.6.** It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 2.7.** It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in processing of deductions unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and for no other organization attempting to represent the employees within the bargaining unit as herein determined.

**Section 2.8.** In the event a deduction is not made for any Union member during any particular month, the Employer upon written verification from the Union, will make the appropriate deduction from the following pay period in which dues are normally deducted, if the deduction does not exceed the total of two (2) months regular dues from the pay of any Union member. The Employer will not deduct more than one (1) month's regular dues for more than one (1) consecutive month.

**Section 2.9.** The Employer shall be relieved from making such individual dues deductions upon:

- A. Termination of employment,
- B. Transfer to a job other than one covered by the bargaining unit,
- C. Layoff from work,
- D. An agreed unpaid leave of absence, or
- E. Revocation of the check-off authorization in accordance with the terms of this Agreement.

**Section 2.10.** The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

**Section 2.11.** It is agreed that all employees who do not join the Union or remain members in good standing shall be required to pay a fair share fee to the Union. This obligation shall commence upon the successful completion of sixty (60) days of employment.

This provision shall not require any employee to become a member of the Union, nor shall the fair share fee exceed that percentage of the normal dues used by the Union in administration of the Collective Bargaining Agreement. The deduction of a fair share fee by the Employer from the payroll check of the employee and its payment to the Union is automatic and does not require the written authorization of the employee.

Employees who are not members of the employee organization shall have all rights prescribed in Section 4117.09(C) of the Ohio Revised Code.

## **ARTICLE 3           EMPLOYEE RIGHTS**

**Section 3.1.** Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions will be the basis of such a charge. However, GARRITY warnings shall be given to the employee before he is ordered to participate in any investigation where applicable.

**Section 3.2.** Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interviewing sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. The employer reserves the right to record internal investigation interviews. Employees will be provided copies of the recording.

**Section 3.3.** An employee will be informed of the nature of any investigation of himself at that time prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

**Section 3.4.** An employee may reasonably request an opportunity to review his personnel file, and add memoranda to the file clarifying any documents contained in the file. The employee shall submit said memoranda to the Sheriff or designee for addition to the employee's personnel file. A request for copies of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

**Section 3.5.** There may be no disciplinary action commenced and no disciplinary action may be taken by the Sheriff as a result of an anonymous complaint, unless a subsequent investigation discloses credible corroborative evidence in support of the complaint.

## ARTICLE 4 MANAGEMENT RIGHTS

**Section 4.1 General** Except to the extent modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all of his legal rights to manage the operations of the department. The rights of the Employer shall include, but shall not be limited to his rights to establish, change or abolish policies, practices, rules, or procedures for the conduct of the Logan County Sheriff's Office, its employees and its service to the citizens of the County, consistent with the provisions of this Agreement.

**Section 4.2 Management Rights** The Employer's exclusive rights shall include, but shall not be limited to the following except as expressly limited by the terms and conditions set forth in this Agreement:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the office, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, supervise, evaluate, retain, layoff and recall;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted including the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- E. Suspend, discipline, demote or discharge for just cause, or transfer, assign, schedule, or retain employees and to layoff employees from duty due to the lack of work or lack of funds, reorganization, or abolishment of positions;
- F. To determine the size, composition and adequacy of the work force, to establish, alter and change work schedules, to establish, modify, consolidate and to determine staffing patterns, including, but not limited to the assignment of employees, qualifications required and areas worked;
- G. Determine the overall mission of the office as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the Office as a governmental unit;
- J. The right to select and determine the number and types of employees required, including the right to select, hire, promote, transfer, evaluate, and to assign such work to such employees in accordance with the requirements determined by the Employer;
- K. The right to establish work schedules and assignments and to

determine the necessity for overtime and the amount and assignments required thereof;

- L. To promulgate and enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management;
- M. The right to maintain the security of records and other pertinent information;
- N. The right to determine and implement necessary actions in emergency situations;
- O. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and the standards of quality and performance to be maintained; and
- P. The right to determine the Department's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.

**Section 4.3 Reserved Rights** The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing Agreements shall remain the rights and responsibilities of the Employer.

## ARTICLE 5

## UNION REPRESENTATION\BULLETIN BOARDS

**Section 5.1 Employee Representatives** The Employer agrees to recognize three (3) employees as Union representatives for the bargaining unit for the purpose of processing grievances and representing employees pursuant to the provisions of this Agreement. To the extent possible, the Union agrees that its representatives will not be from the same shift. The Union will notify the Employer in writing of the names of all officers and representatives of the bargaining unit and of any changes that may occur. The Union representative and/or officers shall have no authority to take any action interrupting the Employer's business. Except as specifically set forth in this Agreement, employee representatives may not conduct Union business on County time, absent the prior approval of the Sheriff, or designee, or where the terms of this Agreement permit such conduct.

One Union representative may be permitted to investigate and process grievances and attend grievance step meetings with the Employer during regular working hours without loss of pay subject to the provisions of this Agreement. Such investigations and processing of grievances on working time shall be subject to Employer approval and with proper regard to the Employer's operational needs. No Union representative shall be entitled to compensation while processing grievances or attending grievance meetings during any hours in which the employee was not otherwise scheduled to work.

Rules governing the activity of Union representatives are as follows:

- (1) The representatives must obtain, in advance, authorization from the Sheriff, or designee, prior to beginning any Union activities. Such authorization shall not be unreasonably withheld.
- (2) The representatives shall identify the reason for the request at the time permission to engage in the Union activity is requested.
- (3) The representatives shall not conduct any Union activities in any work area without the prior approval of the Sheriff, or designee, in charge of the area and prior notice of the nature of the Union activity.
- (4) The Union representatives shall cease Union activities immediately upon the reasonable order of the Employer.

**Section 5.2 Union Representatives** A representative of the Ohio Patrolmen's Benevolent Association 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 prior notice and approval of the Sheriff, 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 5.3 Bulletin Boards**

The Employer shall provide the Union with a bulletin board for the purpose of posting union notices, leaflets and information.

All union notices which appear on the bulletin board shall be posted and removed by the Director, or Steward, unless the posting violates this Article in which case the Employer may remove those items that are in violation of this Article. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval and must be posted on the designated bulletin board:

- a. Notice of Union recreational and social affairs;
- b. Notice of Union meetings;
- c. Notice of Union appointments;
- d. Notice of Union elections;
- e. Notice of results of Union elections;
- f. Reports of non-political standing committees and independent non-political arms of the union; and
- g. Publications, rulings and/or policies of the Union.

All other notices of any kind not covered in (a)-(g) above must receive prior approval of the Employer, or designee.

Union literature shall not contain libelous, scurrilous, or derogatory attacks upon the Employer or other County officials, or employees, named or unnamed. Literature distributed or displayed inside or upon the facilities of the Sheriff's Office shall not contain opposition to or promotion of a candidate for public office. It is understood by both parties that political involvement by employees is subject to R.C. 124.57 and that any violations of such statute may result in termination.

Any employee found violating the provisions of this Article shall be subject to appropriate disciplinary action. Any violation of the provisions of this Article by the Union or any representative thereof, may result in suspension, or revocation of bulletin board privileges, and/or removal of the Union bulletin board.

## **ARTICLE 6            NO STRIKE – NO LOCKOUT**

**Section 6.1** The Employer and the Union recognize that a strike would create a clear and present danger to the public health, safety, and welfare, and that the Agreement provides machinery for the orderly resolution of grievances. The Union, therefore, agrees that there shall be no interruption of services by the employees because of any work slowdown, sick call, strike, sympathy strike, or other concerted effort which affects the Employer or his operations during the term of this Agreement or any extensions thereof.

**Section 6.2** The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of bargaining unit members during the term of this Agreement unless those employees have violated Section 6.1 of this Article.

**Section 6.3** 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. Should the employees fail to immediately return to work or the Union fail to publicly denounce and disclaim approval of such violation, the Employer shall have the option of canceling any Article, Section, or Subsection of this Agreement. Any employee who participates or promotes such strike activities as previously outlined shall be subject to immediately discipline, including discharge, 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 6.4** 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 strike.

## ARTICLE 7

## LABOR RELATIONS MEETING

**Section 7.1 Meetings** In the interest of sound labor/management relations, not more than three (3) representatives of the Employer shall meet with not more than two (2) bargaining unit employees and one (1) representative of the Ohio Patrolmen's Benevolent Association to discuss pending issues and/or problems and to promote a more harmonious labor/management relationship. These meetings will be held at least annually at mutually agreeable dates and times, but may be held more often by mutual agreement. Meetings will be scheduled at mutually agreeable times and locations. Union members participating in a Labor Management meeting shall not lose straight time pay for time spent in Labor-Management meetings. However, Union employees shall not receive pay for any Labor-Management meeting occurring during non-working hours.

An agenda will be exchanged by the parties at least seven (7) calendar days in advance of the scheduled meeting with a list of matters to be discussed in the meeting and the names of those representatives from each party who will be attending. All matters on the agenda requested by the parties to be discussed, will be discussed. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Discuss grievances, when such discussions are mutually agreed to by the parties;
- C. Disseminate general information of interest to the parties;
- D. Consider and discuss health and safety matters relating to employees;  
and
- E. Discuss any other items affecting the Labor/Management relationship.

## ARTICLE 8 PROBATIONARY PERIOD

**Section 8.1 Requirement To Serve Probationary Period** Every newly hired employee or employee appointed to a position in the bargaining unit covered by this Agreement shall be required to successfully complete a probationary period. This probationary period requirement shall apply to all individuals hired or employed as a full-time bargaining unit employee regardless of prior service and regardless of time spent as a part-time employee. Time spent in any other capacity than full-time shall not count toward or be credited toward the probationary period unless expressly granted, in writing, by the Employer at its discretion.

**Section 8.2 Length of Probationary Periods** The probationary period shall begin on the first day as a full-time bargaining unit employee for which the employee receives compensation from the Employer and shall continue for a period of one year. The Employer reserves the right to extend an employee's probationary period up to an additional 180 days, if necessary, based upon the employee's work performance. Notice of the probationary period extension shall be provided to the employee in writing.

Employees transferred or receiving a position in a new classification in the bargaining unit shall serve a probationary period of one hundred-twenty (120) days from the day the employee is designated as receiving the new classification. Any other time worked in the classification shall not count toward the probationary period.

A probationary employee who has lost work time due to illness or injury for more than three (3) work days (cumulative) shall have his probationary period extended by the length of the illness or injury.

Employees serving a probationary period shall not be eligible for promotion.

**Section 8.3 Appeals by Probationary Period Employees** A new hire probationary employee may be terminated at any time during his probationary period and shall have no right to appeal of the termination under the grievance procedure of this Agreement or to any other forum including, but not limited to, the State Personnel Board of Review.

## **ARTICLE 9            WORK RULES**

**Section 9.1**    The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees, and the conduct of the Employer's operations, services, programs, and business.

**Section 9.2**    It is the Employer's intention that work rules, policies and directives should be interpreted and applied uniformly under similar circumstances within the group or groups of employees to whom such rules, policies and directives are directed. Rules adopted by the Employer shall not be applied in violation of the express terms of this Agreement. The Union may challenge the reasonableness of such rules through the grievance procedure.

**Section 9.3**    Except in cases of emergency, such work rules, policies and procedures will be provided to a Union designated employee official and posted seven (7) calendar days in advance of their effective date.

**Section 9.4**    The Employer may in an emergency situation implement a work rule, policy or procedure to rectify a situation. However, upon request of the Union the Employer agrees to meet and confer with the Union regarding those implemented work rules, policies or procedures.

**Section 9.5**    This Article shall not be interpreted in any manner to relieve an employee of his responsibilities to follow normal rules and procedures of good conduct which can reasonably be expected of any public employee regardless of whether such rules and procedures have been reduced to writing.

## ARTICLE 10 FILLING OF POSITIONS

**Section 10.1 Filling of Positions** The parties agree that all appointments to positions covered by this Agreement shall be filled by the Employer with the procedure the Employer determines. The parties recognize that the Employer has the exclusive authority to determine if and when positions are to be filled.

**Section 10.2 Notice of Vacancies** Whenever the Employer determines that a permanent vacancy exists that it intends to fill, a notice of such vacancy with the necessary qualifications shall be posted on the employees' bulletin board for fourteen (14) calendar days. A vacancy shall be defined as a job opening in a classification. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer along with any evidence that the employee meets the minimum qualifications of the position. The Employer shall not be obligated to consider any applications submitted after the posting period or received from applicants who do not meet the minimum qualifications for the job. The notice shall contain the classification title, rate of pay, qualifications, and job description.

**Section 10.3 Temporary Appointments** Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis. Such temporary assignments shall not exceed one hundred twenty (120) days. Employees temporarily assigned to a classification with a higher rate of pay for more than two (2) working days shall receive the rate of pay of the higher classification.

**Section 10.4 Selection Methods** The Employer shall determine the method for testing or review of applicants for vacant positions. The Employer shall determine the methods for examinations which shall be used to select candidates for promotional or lateral positions subject to this Article. The Employer shall select the applicant who is most qualified and able to perform the duties of the position being filled. When the qualifications of two or more employees are found to be equal, seniority shall prevail in the final determination of who will be selected to fill the vacancy. The Union shall bear the burden of proving that a candidate not selected for appointment is more qualified than the candidate selected. The Employer shall give first consideration to in-house applicants. The parties agree that promotional appointments shall be filled in accordance with this Article, not civil service law.

**Section 10.5 Eligibility** In order to compete for a promotional vacancy to the rank of Sergeant, an applicant must have at least five (5) years of service with the Logan County Sheriff's Office and must have served three years as a deputy sheriff in road patrol.

**Section 10.6 Rate of Pay** Upon promotion to the rank of Sergeant, the employee's new rate of pay shall be effective the first day the employee is assigned to the new classification.

## ARTICLE 11 HOURS OF WORK AND OVERTIME

**Section 11.1, Definition:** The workweek shall typically consist of forty (40) hours.

**Section 11.2, Work Schedule:** Employees shall be permitted to participate in a shift bidding process every six (6) months, with new shifts effective the beginning of the first full pay period in January and the first full pay period in July of each year. No later than December 15 of each year and June 15 of each year, employees shall be permitted to submit bids upon a shift assignment to the Employer. Shift assignments shall be based upon an employee's classification seniority and shall be subject to the schedule established by the Sheriff, or designee. Employees who do not submit a timely bid within the established response time may still submit a shift bid to the Employer, but the employee will not be permitted to displace an employee who submits a timely bid. Employees failing to submit a bid will be assigned to a shift by the Sheriff, or designee, consistent with the operational requirements of the Employer.

The Employer has the right to deny a shift bid request of an employee and/or assign an employee to a shift based upon bona fide occupational qualifications.

Once the final schedule is established, it shall be posted for all employees.

The Employer shall retain the discretion to alter employees' shift assignments no more than twice a year. In the event the Employer alters the employees' shift schedules, the Sheriff, or designee, shall meet with the Union for the purpose of discussing such alteration. After discussing the altered shift schedules with the Union, the Employer shall be permitted to implement the change to the shift schedules. The Employer shall provide four (4) weeks advance notice of any change to the employees' shift schedules, except in cases of emergency.

**Section 11.3, Exchange of Shifts** Employees may exchange shifts with other full-time employees in the same classification provided a written request signed by both employees is approved by the Sheriff, or designee. Any shift exchange cannot interfere with the operation of the facilities, result in the payment of overtime and must occur within the same pay period. Employees agreeing to a shift exchange consistent with this section, but fail to appear at the agreed upon shift, may be disciplined, up to and including termination. Additionally, employees exchanging shifts without the prior approval of the Sheriff, or designee, shall be subject to discipline, up to and including termination.

**Section 11.4, Overtime** Employees shall be compensated at straight-time hourly rates for all hours in paid status, except that employees shall be compensated at a rate of one and one-half (1 ½) times their regular hourly rate for all hours in paid status in excess of forty (40) hours in a work week. For

purposes of this Section, paid status shall include all hours actually worked and all paid leaves other than sick leave.

**Section 11.5, Pyramiding:** There shall be no pyramiding of pay for the same hours worked or paid.

**Section 11.6, Call In Pay/Court Pay** Any employee who must appear in court in a case related to his employment with the Employer after leaving work or in a day when he is not scheduled to work shall receive a minimum of two (2) hours compensatory time or pay at the appropriate rate of pay for the minimum or actual hours his attendance is required, whichever is greater. Appearances which abut an employee's work hours shall be compensated, but shall not be subject to the minimum hours set forth above.

Any employee called-in to work after leaving work or called-in prior to coming to work or called-in on a day when he is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay for the either the minimum of two (2) hours or the actual hours his attendance is required, whichever is greater. Call-in time which abuts an employee's work hours shall be compensated, but not be subject to the minimum call-in hours set forth above. The employees may elect either compensatory time or pay under this section.

**Section 11.7, Scheduling** To the extent practical, good faith efforts will be made consistent with the effective operations of the Employer to rotate pre-scheduled overtime assignments, twenty-four (24) hours advance notice or more, among qualified bargaining unit members within the same classification. Working overtime or refusing overtime offered will place the employee at the bottom of the rotation list.

"Qualified" (for this provision) means the ability to immediately perform all the duties of the position assigned. Only those persons whose names appear on an approved list for overtime will be permitted to work overtime.

Employees who accept prescheduled overtime assignments who call in sick or do not report for or work the assignment shall be subject to discipline.

Employees who believe they should have been called or scheduled for overtime but are not shall file a written statement with the Sheriff within seven (7) calendar days of the time they believe they should have worked the overtime. If it is found that the employee should have worked the overtime the remedy for the employee shall be to work the next available overtime until the employee has worked at least the amount that he should have worked. Any vacant shifts that would normally be filled with overtime will be offered to all qualified full-time employees first.

**Section 11.8, Compensatory Time** At the Employer's discretion, bargaining unit employees may be compensated for overtime compensation in the form of compensatory time in lieu of overtime compensation provided the employee's compensatory time balance does not exceed the maximum compensatory time accrual of ninety (90) hours. However, in lieu of compensatory time accrual, employees may request and receive overtime pay. Compensatory time must be used, with the approval of the employee's supervisor within one year of its accrual.

Employees must submit a Leave Request Form consistent with the practice in effect on the date of execution of the contract.

Employees will be given notice of their compensatory time balance on every Monday following payday by the Employer posting the compensatory time sheet in location(s) accessible to all employees.

Compensatory time hours will be paid to the employee's designated beneficiary or to the estate, upon death of the employee while still employed by the Sheriff.

**ARTICLE 12            DISCIPLINE PROCEDURES AND PERSONNEL  
RECORDS**

**Section 12.1 Good Behavior**    The tenure of every employee shall be during good behavior and efficient service. No employee shall be reprimanded, reduced in pay or classification, suspended, discharged, or removed except for just cause.

**Section 12.2 Methods of Progressive Discipline**    Except where more severe discipline is warranted, discipline will normally be applied in a progressive manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, the employee's record of performance and conduct, other relevant considerations, and the nature of the infraction. Discipline may include but is not limited to the following:

- A.    Verbal Reprimand
- B.    Written Reprimand
- C.    Suspension/Working Suspension
- D.    Termination
- E.    Other Agreeable Discipline

The level of discipline shall be commensurate with the infraction and may be advanced on the initial infraction, up to and including removal. The Employer may place an employee on administrative leave with pay while investigating a disciplinary matter.

During a working suspension, the employee shall report to work on the day(s) suspended and shall be compensated at their regular rate of pay. For purposes of recording the disciplinary action, a working suspension shall be recorded as a suspension without pay in accordance with this Article.

**Section 12.3 Predisciplinary Conference**            In the event that an employee is to be given disciplinary action for behavior or conduct which warrants time-off suspension, removal, or other discipline resulting in loss of pay, a pre-disciplinary personal conference between the employee and the Sheriff, or designee, shall be arranged. Not less than twenty-four (24) hours notice of the time and location of the pre-disciplinary conference shall be provided to the employee of the pre-disciplinary conference. At the time notice of the pre-disciplinary conference is provided, the employee shall be provided a listing of the charges that may form the basis of the disciplinary action, as well as, a summary of the evidence in the Employer's possession. The employee may have a union representative or a union official present at the pre-disciplinary conference. The employee shall be responsible to notify the union representative or union official. When the nature of the offense is such that immediate disciplinary action is required the Employer may, at its discretion, place an employee on administrative leave with pay until a determination regarding discipline is made. The employee may waive, in writing,

the pre-disciplinary conference. Employees may appear at the conference to present an oral or written statement; appear at the conference and have a Union representative present an oral or written statement; or, waive, in writing, the opportunity to have a pre-disciplinary conference. Any suspension shall be for a specific number of days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purpose of suspension.

**Section 12.4 Manner of Discipline** The Employer agrees that all disciplinary procedures will be carried out in private and in a business-like manner.

Any employee who has been disciplined by suspension or discharge shall be provided a written statement summarizing the basis for the suspension or discharge. Additionally, for suspensions, employees shall be provided notice of the length and type of suspension in writing.

**Section 12.5 Appeals of Discipline** Employees may file grievances of all discipline. Grievances of reprimands may only be grieved to Step 2 of the grievance procedure. Employee grievances of suspensions of less than two (2) days may only be grieved to Step 3 of the grievance process. Only grievances of suspensions of two (2) or more days and terminations may be appealed to arbitration, Step 4. Grievances must be appealed within seven (7) days of receipt of notice of the disciplinary action. All other discipline is not able to be grieved. An employee may not pursue any appeal of a disciplinary action to the State Personnel Board of Review, as the grievance-arbitration procedure is the sole remedy. All grievances of suspensions or discharge shall be filed with the Sheriff, or designee, at Step Three of the grievance process.

**Section 12.6 Employee Access to Personnel File** An employee shall have access to his or her personnel file, upon reasonable notice. Inspection shall occur during non-working hours at a time and in a manner mutually acceptable to the employee and Employer. The employee may be accompanied by a Union representative at such inspection.

**Section 12.7 Records Retention** Records relating to corrective counseling, verbal and/or written reprimands will cease to have force and effect for purposes of progressive discipline after twelve (12) months from the date the employee indicates acknowledgement of the document, provided no intervening disciplinary action has occurred. If there is any intervening discipline, the record shall be maintained in the personnel file until there is twelve (12) consecutive months during which the employee does not receive intervening discipline.

Records relating to suspensions of one (1) day shall cease to have force and effect for purposes of progressive discipline after eighteen (18) months from the

date the employee indicates acknowledgement of the document, provided no intervening disciplinary action has occurred. Records relating to suspensions of two (2) days or more shall cease to have force and effect for purposes of progressive discipline after twenty-four (24) months from the date the employee indicates acknowledgement of the document, provided no intervening disciplinary action has occurred. If any intervening disciplinary action has occurred, the record shall be maintained in the personnel file until there is twenty-four (24) consecutive months during which the employee does not receive any records relating to suspensions.

All records of disciplinary action removed from the employee's personnel files for any of the reasons outlined above shall not be considered for purposes of progressive discipline, except that prior discipline may be used to establish that employees have been made aware of the expected standard of conduct.

## ARTICLE 13            GRIEVANCE PROCEDURE

**Section 13.1**            **Grievance Defined, Content, Timeline For Filing**    The term "grievance" shall mean that there has been an allegation(s) that there has been a breach, violation, misinterpretation, or improper application of the specific provisions of this Agreement. It is not intended that the grievance procedure be used to effect changes in this Article of this Agreement nor those matters not covered by this Agreement. Written grievances must be submitted in writing no later than seven (7) calendar days following the events or circumstances giving rise to the grievance, or within seven (7) calendar days of the date when the employee knew or should have known of the events or circumstances giving rise to the grievance. Grievances not filed within seven (7) calendar days as required shall result in the grievance being deemed waived. Any grievance deemed waived may not be processed at any of the steps.

All grievances must contain the following information:

- A. the aggrieved employee's name, or names of all grievants if it is a group grievance;
- B. the aggrieved employee's classification;
- C. the date grievance was first discussed with a supervisor and the name of the supervisor with whom the grievance was discussed;
- D. the date and time grievance occurred;
- E. the date the grievance is filed;
- F. the location where the grievance occurred;
- G. a description of the circumstances or incidents giving rise to the grievance;
- H. the specific provisions of the Agreement violated;
- I. the desired remedy to resolve the grievance; and
- J. the documentation believed to support the grievance.

Any employee may withdraw a grievance at any point by submitting, in writing, a statement that the grievance is withdrawn, or the grievance may be withdrawn by allowing the time requirements at any step of the grievance process to lapse without any further appeal.

### **Section 13.2**    **Grievance Procedure**

**A. Step One-(Sergeant)** An employee having a grievance will first attempt to resolve it with their supervisor. Such attempt at resolution shall be made by the member-grievant within seven (7) calendar days following the submission of the written grievance to the Supervisor. The Supervisor, or designee, shall, within seven (7) calendar days of receipt of the written grievance, schedule and conduct a meeting to discuss the grievance with the grievant and/or the employee's grievance representative.

A grievance representative may accompany the grievant to grievance meetings should the grievant request his attendance. A grievant shall have the right to submit a grievance without the intervention of the Union. Within seven (7) calendar days after meeting with the grievant, the Supervisor shall submit to the grievant his written response to the grievance. If the grievant is not satisfied with the written response he/she may pursue the grievance to Step 2.

**B. Step Two – Lieutenant** Should the grievant not be satisfied with the answer of the Sergeant in Step 1, within seven (7) calendar days of receipt of the Step 1 answer, or seven (7) calendar days after the Step 1 response was due, he or she may appeal the grievance to Step 2 by delivering a copy of the grievance, containing the written response at the prior Step and any other pertinent documents, to the Lieutenant, or designee. The Lieutenant, or designee, shall date the grievance, accurately showing the date the Lieutenant received the grievance.

Within seven (7) calendar days of his receipt of the grievance, the Lieutenant shall schedule and conduct a meeting to discuss the grievance with the employee. The grievant or steward shall also make reasonable efforts to submit at this step any documentation believed to support the grievance.

Within seven (7) calendar days of the meeting, at this Step the Lieutenant shall submit to the grievant a written response to the grievance.

The grievant may have his Union steward or other representative present at any stage of the grievance process.

**C. Step Three – Sheriff** Should the grievant not be satisfied with the answer of the Lieutenant in Step 2, within seven (7) calendar days of receipt of the Step 2 answer, or seven (7) calendar days after the Step 2 response was due, he or she may appeal the grievance to Step 3 by delivering a copy of the grievance, containing the written response at the prior Step and any other pertinent documents, to the Sheriff, or designee. The Sheriff, or designee, shall date the grievance, accurately showing the date the Sheriff received the grievance. All grievances involving suspension or termination shall be initiated at this step.

Within seven (7) calendar days of his receipt of the grievance, the Sheriff, or designee, shall schedule and conduct a meeting to discuss the grievance with the employee. The grievant or steward shall also make reasonable efforts to submit at this step any documentation believed to support the grievance. The Sheriff and/or Grievant may bring appropriate witnesses.

In the meeting called for at this Step, the Sheriff shall hear full explanation of the grievance and the material facts relating thereto in order to render a decision.

Within seven (7) calendar days of the meeting, at this Step the Sheriff shall

submit to the grievant a written response to the grievance.

The grievant may have his Union steward or other representative present at any stage of the grievance process.

**D. Step Four – Arbitration** If the member-grievant is not satisfied with the answer in Step 3, within fourteen (14) calendar days after receipt of the Step 3 response, (or fourteen (14) calendar days after the Step Two meeting if no response is received) the Union may appeal to arbitration by serving the Employer a written notice of intent to arbitrate, which must be received by the Sheriff, or designee, within the required time period.

Within twenty-one (21) calendar days of the Employer's receipt of the notice of intent to file under the grievance arbitration procedure, the Union, shall, by letter, solicit nominations for a list of nine (9) arbitrators from the Federal Mediation and Conciliation Services ("FMCS") to hear the arbitration. The FMCS shall include only arbitrators from Ohio and in the National Academy of Arbitrators. Upon receipt of such list of arbitrators the parties may meet and attempt to select one (1) arbitrator from the list. Both parties shall have the option to strike the entire panel of proposed arbitrators. This option to strike may be exercised by both parties once in any one (1) grievance. If either party does not choose to strike the entire panel of proposed arbitrators, but the parties fail to agree on the selection of one (1) arbitrator, the parties shall then proceed to alternately strike one (1) name each from the list. Determination regarding which party shall have the privilege of striking a name from the list first shall be resolved by the toss of a coin. The individual whose name remains on the list after the other names have been removed shall be the arbitrator. The arbitrator shall be notified of his selection. The arbitrator shall arrange with the parties, the date, time and place of the meeting. The parties may mutually agree upon an arbitrator without requesting a list.

Arbitration proceedings shall be conducted under voluntary labor arbitration rules, except as modified by the provisions of this Agreement. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, and may consider the testimony, evidence and documents received during the hearing. The arbitrator shall hear only one grievance at a time unless both parties agree to consolidate two (2) or more grievances. After a dispute on which the arbitrator is empowered to rule hereunder has been referred to him, such dispute may be withdrawn by either party.

The fees of the arbitrator and the rent, if any, for the hearing room shall be borne by the losing party. The expense of any non-employee witnesses shall be borne, if at all, by the party calling that witness. The fees of a court reporter shall be paid by the party asking for one, however, such fee shall be split equally if both parties desire a reporter or request a copy of the transcript.

No issue whatsoever may be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place during the effective dates or agreed extensions of this Agreement. No decision by an arbitrator shall infringe upon the rights or obligations of the Employer as expressed or intended by the provisions of Ohio law, except as specifically modified by the express written provisions of this Agreement. Either party may raise the issue of arbitrability before the arbitrator. In the event such issue is raised, the first question to be addressed by the arbitrator shall be whether the grievance is arbitrable.

The arbitrator shall not change wage rates already in effect pursuant to this Agreement. No award of any arbitrator shall be retroactive for a period prior to the ten (10) day period for filing grievances. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, hearing and recording testimony from both parties. The arbitrator shall not have the authority or power to add to, subtract from, disregard, alter or modify any of the terms or provisions of this Agreement. The arbitrator shall not grant prospective, equitable relief that extends beyond the term of this Agreement. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinions which are not directly essential in reaching the determination. It is expressly understood that the decision of the arbitrator, within his/her function and authority as set forth herein, shall be final and binding upon both parties. The arbitrator's decision and award shall be in writing and will state the rationale for the decision.

**Section 13.3 Pre-arbitration Meetings** Either party may request, in writing, a pre-arbitration meeting and such meeting shall be conducted. Such meeting shall be for the purpose of meeting to discuss the merits of the grievance, to exchange lists of witnesses (with a description of testimony expected), and to exchange copies of any documents expected to be used in the arbitration hearing. Requests for such meeting shall be in writing and presented/served on the other party at least thirty (30) calendar days prior to the scheduled arbitration hearing. A meeting shall be scheduled for a date no later than fourteen (14) days after receipt of request for a pre-arbitration meeting, unless the parties agree otherwise.

**Section 13.4 Timely Processing of Grievances** Any grievance must be completed and filed upon the authorized grievance form agreed to between the parties to this Agreement. Any grievance not advanced to the next step by the grievant or the Union within the time limits in that step, shall be deemed resolved by the Employer's last answer. Any grievance not answered by the Employer within the time limits in that step, shall automatically proceed to the next step. Any time limits in this Article may be extended by the Employer and the grievant or Union by mutual agreement in writing.

**Section 13.5 Union Representation/Attendance at Meetings** If a meeting or hearing is held pursuant to this Article, an employee acting as Union representative shall not be compensated for the time spent at the meeting or hearing for time spent outside their regular working hours. The grievant shall not receive compensation if the meeting or hearing is held during non-working hours. However, the affected employee or employee acting as a Union representative shall not forfeit compensation or benefits if the meeting or hearing is held during their normally scheduled hours.

**13.6 Group Grievances** A grievance may be brought by any employee of the bargaining unit. Where a group of bargaining unit employees desire to file a grievance involving an alleged violation affecting each employee in the same manner, one (1) employee selected by such group may process the grievance as a designee of the group grievance, provided each employee desiring to be included in the group grievance signs the grievance form. In a group grievance, only one (1) of the grievants shall be guaranteed no loss of pay during the processing of the grievance at each step of this Article. If more than one (1) employee's testimony is necessary during an arbitration hearing held pursuant to this procedure, and the testimony occurs during the employee's regularly scheduled work hours, the employee shall be released to appear as a witness without loss of pay and shall return to work following the completion of their testimony. No employee shall be entitled to compensation for attending a grievance hearing or an arbitration hearing during hours in which the employee was not otherwise scheduled to work.

## ARTICLE 14 LAYOFF AND RECALL

**Section 14.1 Reasons For Layoff And Notification Of Layoff** The provisions of Revised Code Section 124.321 through 124.328 shall not apply to layoffs by the Employer. The Employer may lay off employees for lack of work, abolishment of positions, reorganization, reasons of economy, or other justified reason. The Employer shall notify the Union and affected employees at least twenty-one (21) calendar days in advance of the effective date of the layoff or job abolishment. At the time the Employer provides notice of the layoff, the Employer will provide the Union with a current, updated seniority list. Either the Union or the Employer may request a meeting to discuss the layoffs.

**Section 14.2 Layoff and Period of Recall** The Employer shall determine in which classifications the layoffs will occur. Layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in the inverse order of total seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. Employees of the Logan County Sheriff's Office formerly in classifications in the bargaining unit may displace into positions in the unit according to their time in service, provided they previously worked in the classification. Laid off employees shall have the right to recall to a position in their former classification for a period up to twelve (12) months from date of layoff.

The order of recall should first require persons working in another classification and/or assignment to be returned to a road patrol assignment prior to returning someone to road patrol from outside of the classification and/or an assignment other than road patrol.

The Employer shall layoff all part-time probationary and part-time permanent employees within the affected classification prior to laying off full-time employees.

**Section 14.3 Recall Notification** The Employer shall provide written notice of recall to the affected employees to the employee's last known address. It shall be the responsibility of each employee to keep the Employer informed of his current residence or mailing address. Laid off employees shall notify the Employer of any temporary absence from their regular address. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff by classification.

**Section 14.4 Time Limits for Recall and Return From Layoff** The laid off employee shall have fourteen (14) calendar days after receipt or attempted delivery of recall notice to exercise his rights to recall. After the expiration of this time, the next employee in line on the recall roster shall be notified and be given their right to recall.

The employee who has been properly notified by the Employer must report to

work within seven (7) days from the date of receipt of the notification or from the expiration of the fourteen (14) day notification period, unless a longer period is provided by the Employer. Employees who fail to report for work as specified above shall forfeit their recall rights and the next employee in line on the eligibility roster shall be notified. Laid off employees shall have recall rights for twelve (12) months from the effective date of layoff.

**Section 14.5 Probationary Period** Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at the time of layoff shall be required to complete such probationary period.

**Section 14.6 Appeal** Any appeal regarding a layoff, reasons for a layoff, or displacements shall only be through the grievance and arbitration procedure of this Agreement beginning at Step Three. Grievances regarding layoffs must be filed within seven (7) days of notice of the layoff.

**ARTICLE 15        HOLIDAYS**

**Section 15.1 Holidays** All employees shall be entitled to eight (8) hours of holiday pay for each of the following holidays:

- |                             |                        |
|-----------------------------|------------------------|
| New Year's Day              | Labor Day              |
| Martin Luther King, Jr. Day | Veterans' Day          |
| President's Day             | Thanksgiving Day       |
| Memorial Day                | Day after Thanksgiving |
| Independence Day            | Christmas Day          |

**Section 15.2** Employees shall be paid time and one-half for all hours worked on any of the Holidays set forth above, in addition to the Holiday pay. This payment shall be made during the pay period in which the holiday occurs. Employees who work any overtime hours on a Holiday shall be paid double time for all hours worked in overtime status, in addition to any other payment owed under this Section.

**Section 15.3** In order to receive Holiday Pay, employees must work their last regularly scheduled day before the Holiday, the Holiday, if it is a regularly scheduled workday, and their first regularly scheduled day after the Holiday, or must be in approved leave status other than sick leave, unless the sick leave utilization qualifies for FMLA status or is pre-approved by the Sheriff or his designee.

**Section 15.4** All bargaining unit employees shall receive four (4) personal days per calendar year. Each employee must utilize at least one personal day per calendar quarter or will lose the ability to use that one day.

## ARTICLE 16 LEAVES AND LEAVES OF ABSENCE

**Section 16.1 Leave Of Absence** A member incurring any disability not duty-connected after he or she has exhausted all of their accumulated, unused paid leave may be granted a leave without pay for a period not to exceed three (3) months, subject to approval by the Employer, at its discretion, and subject to the following provisions:

- A. The member shall apply for such leave, in writing, to the Employer.
- B. The member shall submit a physician's report with his or her application, including a statement regarding the nature of the disability and whether or not the member is able to work.
- C. The member shall submit to the Employer a physician's statement of release for work before returning to work.

The Employer may require an examination at the time of the request for leave and/or the time of the request to return from leave. The employee may request an extension of up to three (3) months. Extensions may be granted by the Employer at its discretion. Such request shall be in writing with supporting documentation for the request. If the employee fails to return the employee will be deemed to have separated from employment.

Any employee who has exhausted sick and/or vacation leave and has not applied for an unpaid leave under any of the provisions of this Agreement shall be deemed to have resigned voluntarily from the Employer, unless the period of the employee's leave is protected by the Family Medical Leave Act ("FMLA"). If the period of the employee's leave is protected by the FMLA, the employee will not be deemed to have voluntarily resigned until the expiration of the employee's Family Medical Leave.

**Section 16.2 Military Leave** Military leaves of absence shall be granted in accordance with federal and/or Ohio law. The employee requesting military leave is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty.

**Section 16.3 Jury Leave** An employee who is called for jury duty or subpoenaed as a witness to testify in court, will receive regular pay for any regularly scheduled hours of work missed as a result of such jury duty. All monies received as a result of such jury duty shall be turned over to the Employer prior to receiving their regular pay for any regularly scheduled hours of work missed as a result of jury duty.

In order to be paid for jury duty, the employee must present his/her summons or subpoena to his/her supervisor as soon as possible after the employee receives the summons.

Any employee dismissed from the court or jury duty for any one day, or portion of a day, is expected to report to work for the balance of his/her normal scheduled time.

Court leave will not be granted to an employee when the court case heard is in connection with an employee's personal matters.

**Section 16.4 Injury Leave** In the event of a service-connected injury incurred in the active discharge of the employee's duties, the employee shall receive full pay for a period not to exceed ninety (90) calendar days from the date of injury. The Employer may grant additional injury leave on a case-by-case basis for such additional periods of time as the injury may warrant. Upon approval of the injury claim by Worker's Compensation, the employee shall pay to the Employer all income benefits paid by Worker's Compensation for the period during which the employee received full pay.

## ARTICLE 17        SICK LEAVE

**Section 17.1 Sick Leave Accrual**        Employees shall accrue sick leave at a rate of four and six-tenths (4.6) hours for each eighty (80) hours in active pay status, up to 15 days annually.

**Section 17.2 Active Pay Status** For purposes of accumulating sick leave hours, "active pay status" is defined as hours worked and any paid time off hours (vacation, sick leave, bereavement leave and holidays). It shall not include non-paid time off.

**Section 17.3 Compensation**        Employees will be charged sick leave only for days on which they would have otherwise been scheduled to work. Sick leave shall be charged in minimum increments of one (1) hour.

**Section 17.4 Use of Sick Leave Days** Sick leave may be granted to an employee for the following reasons subject to the approval of the Employer.

- a.        Employee is too sick, ill, or injured to report to duty;
- b.        Employee has a serious contagious disease in their immediate family which is or may potentially be subject to being quarantined;
- c.        An unexpected medical emergency of the employee or the employee's immediate family where the employee's presence is unavoidably necessary;
- d.        Medical, dental or optical examinations or treatments for the employee or a member of his immediate family upon prior approval of his or her immediate supervisor; or
- e.        Up to three (3) days of sick leave for the bereavement leave due to the death of a member of the employee's immediate family as defined below. Additional time in the form of vacation leave may granted for bereavement leave on a case-by-case basis at the discretion of the Employer.

For purposes of this Article, an employee's immediate family is defined to include the following: mother, father, sister, brother, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, legal guardian or other person who stands in place of a parent.

**Section 17.5 Notification** Employees must notify the Employer not less than two (2) hours prior to his or her scheduled starting time of their need to use sick leave. He or she also must notify the immediate supervisor on each succeeding day of the absence, unless it previously has been reported to his or her immediate supervisor and the employee has been authorized to report less frequently than daily. The mere fact that an employee has reported an absence does not excuse an absence.

Employees may be required to complete a sick leave form indicating the legitimacy and the reason for the use of sick leave.

When requesting and/or taking less than one full sick leave day (in minimal increments of one (1) hour), the employee must notify his or her immediate supervisor of his arrival and/or departure times so that this time off accurately can be deducted from the employee's remaining sick leave time.

No sick leave in excess of three (3) days shall be granted, unless the sickness, illness or injury has been verified by a treating physician's certification. However, in instances of alleged sick leave abuse, the Employer reserves the right to require a physician's certificate for instances of sick leave usage less than one (1) hour.

**Section 17.6 Documentation** Medical documentation, including a medical examination required by the Employer, may be required for any amount of sick leave time off taken. If the Employer requires an employee to take a medical examination, the Employer shall pay for the costs of the medical examination.

**Section 17.7 Sick Leave While on Vacation** If an employee becomes injured or ill while on scheduled vacation, that injury or illness confines him or her to a hospital or a residence, the employee may opt to charge his or her time away to any unused, accumulated sick leave days. Proper documentation confirming the injury or illness must be submitted to his or her immediate supervisor before such a change can be made.

**Section 17.8 Sick Leave Conversion at Retirement** An employee, at the time of retirement from active service with the County, shall be paid one-fourth ( $\frac{1}{4}$ ) of the value of his or her earned but unused sick leave credit. The maximum of such payment, however, shall be for two hundred forty (240) hours, or thirty (30) days.

To qualify for such payment, the employee shall have had, prior to the date of retirement, ten (10) or more years of service with the County, and be eligible to receive PERS benefits. Such payment shall be based on the employee's hourly rate of pay at the time of retirement. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.

Eligible employees, retiring from active service, shall request such payment in writing, in order to initiate the payment process.

Employees who die shall be considered to have terminated their employment as of the date of their death, and shall be eligible for such sick leave payment for which they would otherwise have qualified, except that employees who die in the line of duty will be entitled to have one hundred percent (100%) of their sick leave paid to his or her beneficiary or his or her estate.

**Section 17.9 Medical Examinations** Examination of employees to determine their ability to perform the material and substantial duties of their position and assignment may be required. Examinations shall be required for employees when ordered by the Employer. Examinations may be either periodic or as the Employer requires. If the Employer requires an employee to take a medical examination, the Employer shall pay for the costs of the medical examination.

**ARTICLE 18      VACATION**

**Section 18.1      Vacation Service**      Each employee, after one (1) year of service, shall have earned and will be due upon the attainment of the first year of employment, and annually thereafter the amount of vacation shown below.

<u>YEARS OF SERVICE</u>	<u>HOURS</u>	<u>WEEKS</u>	<u>ACCRUAL</u>
One year to eight years pay period	80 hours	2 weeks	3.1 hours per
Nine years to fifteen years pay period	120 hours	3 weeks	4.6 hours per
Sixteen years to twenty-five years pay period	160 hours	4 weeks	6.2 hours per
Twenty-six years or more pay period	200 hours	5 weeks	7.7 hours per

Vacation leave shall accrue at the above rates of appropriate hours each bi-weekly pay period.

Vacation is not earned during any period of unpaid status.

Any service with the State of Ohio or any of its political subdivisions counts towards the number of years of service in determining the amount of vacation to which an employee is entitled. Time spent on previous authorized leave of absence (including military leave) also counts. However, no vacation is earned while an employee is on leave without pay.

**Section 18.2      Vacation Requests**      Each employee shall submit a request for his or her vacation by January 31 of each year, and conflicts between employees who cannot, in accordance with the operations of the Employer, be scheduled off at the same time will be resolved by total seniority. Employees shall schedule their vacation by total seniority. Most senior employees, by shift, shall schedule first.

Vacation not scheduled by January 31 of each year shall be awarded on a first-come, first-served basis. Any employee requesting to use vacation leave not scheduled by January 31 shall submit their request to their supervisor at least seven (7) calendar days in advance of the leave. All vacation leave requests are subject to the approval of the Employer, except that no request shall be unreasonably denied.

Any request to change the dates of a vacation scheduled prior to January 31 due to extenuating circumstances must be in writing and must be approved by the Employer.

Not less than four (4) hours of vacation leave may be taken on any one day.

**Section 18.3 Vacation Accumulation** Employees may not accrue and carry over more than three (3) times their annual accrual rate. Employees with 1-8 years of service are permitted to have a maximum unused vacation balance of six (6) weeks; employees with 9-15 years of service are permitted to have a maximum unused vacation balance of nine (9) weeks; employees with 16-25 years of service are permitted to have a maximum unused vacation balance of twelve (12) weeks; and, employees with 26 or more years of service are permitted to have an unused vacation balance of fifteen (15) weeks.

**Section 18.4 Miscellaneous** In cases where a recognized, paid Holiday falls within any employee's vacation period, the employee will be given the option of utilizing vacation hours on the Holiday and additionally receiving Holiday pay or of being paid for the Holiday and not utilizing any vacation hours on the recognized Holiday. This Section does not apply to employees whose assignments require them to be scheduled off on the Holiday.

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 in accordance with Section 2113.04 of the Revised Code, or to his estate.

## **ARTICLE 19        INSURANCE**

**Section 19.1** The Employer shall continue to pay for and provide Health Insurance coverage and benefits for bargaining unit employees pursuant to the same terms and conditions as all other Logan County general fund, non-bargaining unit employees, generally.

**Section 19.2** The Employer agrees to meet with bargaining unit employees to review health care questions. The bargaining unit shall designate two (2) representatives to meet annually with the Employer, or designee, to discuss issues of concern with the County's health care plan. The bargaining unit employees will be responsible for relaying the information to the membership.

## ARTICLE 20            UNIFORMS

**Section 20.1 Uniforms**     The Employer shall determine the appropriate uniform required of employees and employees shall be required to report to duty in proper uniform. The Employer shall continue its practice as of the effective date of this Agreement to provide uniforms to bargaining unit employees. Uniforms sufficiently damaged or worn out in the line of duty shall be replaced at no cost to the employee subject to the prior notification to and approval of the Employer. Upon replacement, the employee shall return the damaged or worn out uniform to the Employer.

**ARTICLE 21 MISCELLANEOUS**

**Section 21.1**-- The Sheriff agrees to continue to provide the gym membership to all employees under the same terms and conditions as currently exist.

**Section 21.2**. The Sheriff will continue to provide dry cleaning under the same terms and conditions as currently exist.

**Section 21.3**. Drug and Alcohol testing will be conducted during an employee's work hours only, unless otherwise voluntarily agreed to by the affected employee.

**Section 21.4**. The Sheriff or his designee shall meet and confer with designated representatives of the Union, on an annual basis, beginning in 2011, to discuss increasing the Special Duty rates on a case-by-case basis. All Special Duty and/or grant-based overtime shall be scheduled by a supervisor of the Sheriff's Office and shall be equitably distributed on a rotating basis by seniority.

**ARTICLE 22            WAGES**

**Section 22.1 – Annual Cost of Living Increase.** Effective the first full pay period following January 1, 2011, bargaining unit employees shall receive a zero percent (0%) wage increase. This section will be reopened in December 2011 for negotiations.

**Section 22.2. Step Pay.** Effective March 5, 2011, bargaining unit employees will be placed into the following steps based on his or her time in their present classification or in a higher ranking classification in the same series. Employees will not lose pay if their current pay rate is more than the Step pay they qualify for.

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>Deputy Sheriff</b>	\$17.25	\$17.50	\$17.75	\$18.25	\$19.00	\$20.00	\$21.50

Employees will normally hire in at Step 1. Employees will reach Step 2 at the end of their one (1) year probation. At the end of two (2) years, employees will go to Step 3 and then advance one (1) Step every two (2) years thereafter until the top Step is obtained. The Employer reserves the right to begin a new hire at a higher step, not to exceed Step 3, where the new hire's experience and qualification warrant it. Upon completion of twelve (12) months of service such employee shall progress to the next higher step and then progress through the remaining steps following each additional two (2) years of service until the top step is reached.

Employees promoted to a higher paying position shall be assigned to the lowest pay step for such higher position which does not result in a loss of pay. Upon completion of twelve (12) months in the new classification such employee shall progress to the next higher step and then progress through the remaining steps following each additional two (2) years of service until the top step is reached.

Step increases will be effective the first full pay period following the employee's classification anniversary date.

**Section 22.3. Stipends.** Any employee assigned as a Crime Scene/Evidence Technician shall receive a one dollar (\$1.00) per hour stipend in addition to his base step rate of pay for all hours worked or in paid status for the duration of this assignment.

**ARTICLE 23            SEVERABILITY**

**Section 23.1** Should any portion of this Agreement contained herein be declared invalid by operation of law or by a court of competent jurisdiction, such invalidation of said part or portion shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

In addition, within twenty (20) calendar days following the effective date of such declaration of invalidity, the parties shall meet in an attempt to modify such provision to comply with the applicable law.

## ARTICLE 24            WAIVER IN CASE OF EMERGENCY

**Section 24.1** In case of a publicly declared emergency, defined as acts of God, or civil disorder declared by the President of the United States, the Governor of the State of Ohio, the Logan County Sheriff, or the Federal or State Legislature, the following conditions of this Agreement may be suspended by the Employer:

- A.     Time limits for management's replies on grievances; and
- B.     All work rules and/or agreements and practices relating to the assignment of all employees.

**Section 24.2** Upon termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance[s]) had properly progressed.

**ARTICLE 25      WAIVER OF STATE CIVIL SERVICE AND RELATED LAWS**

**Section 25.1** No section of the Ohio Revised Code Section 124.01 through 124.56, 325.19, 9.44 and 4111.03 shall apply to employees of the bargaining unit, and it is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit, except as specifically required by Ohio Revised Code 4117.08(B).

## ARTICLE 26 SENIORITY

**Section 26.1 Accrual of Seniority** Seniority, for purposes of this contract, shall only be as outlined in this Article and commence the first date of full-time employment with the Employer. Seniority shall be applied as a determining factor only in those matters specifically specified elsewhere in this Agreement. There shall be two (2) types of seniority for purposes of this Agreement.

- (1) Classification Seniority – the employee's length of total, continuous service in their current classification.
- (2) Total Seniority – the employee's length of total, continuous service with the Logan County Sheriff's Office.

**Section 26.2 Laid Off Employees.** Employees laid off shall retain their seniority for the period of their layoff. That is, the seniority for laid-off employees shall be "frozen" as of the date of layoff unless the employee is not recalled from layoff in the recall period set forth in the layoff article.

**Section 26.3 Break in Seniority.** Seniority shall commence from the first date of full-time employment with the Employer. The following circumstances shall constitute a break in seniority:

- a. Discharge for just cause;
- b. Retirement;
- c. Layoff for more than twelve months;
- d. Failure to return to work after notice of recall from layoff;
- e. Failure to return to work at the expiration of a leave of absence;
- f. Resignation when employee is not re-employed or reinstated within thirty-one calendar days.

**Section 26.4. Posting of Seniority List** The Employer shall post, at least once every twelve (12) months on the bulletin board, a seniority list. Employees may, within fourteen (14) calendar days of the posting, submit a written challenge to the list to the Employer stating reasons why the employee believes the list to be inaccurate.

### **Section 26.5 Tie Breaker on Seniority List.**

Whenever two (2) or more employees have the same classification seniority, total seniority shall prevail as the tie-breaker.

Whenever two (2) or more employees have the same total seniority, the employee's last name, at the time of hire, in alphabetical order, shall prevail as the tie-breaker.

**ARTICLE 27 DURATION, ENTIRE AGREEMENT, SUBSEQUENT NEGOTIATIONS, AND WAIVER**

**Section 27.1 Duration** The provisions of this Agreement unless otherwise provided for herein, shall become effective January 1, 2011 and shall remain in full force and effect until 11:59 p.m., on December 31, 2013.

**Section 27.2 Subsequent Negotiations** Amendments and modifications to this Agreement may only be made by mutual written Agreement of the parties to this Agreement, subject to ratification by the Union and Employer.

If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, and no later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by any accepted means.

**Section 27.3 Entire Agreement** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and Agreements arrived at by the parties hereto after the exercise of those rights and opportunities set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union, and all prior Agreements, practices, and policies concerning the subject matter provided for herein, either oral or written, are hereby canceled.

**Section 27.4 Waiver** Both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

**Section 27.5.** Either party may give notice of its intention to reopen negotiations for wages only for 2012 and 2013 by filing the appropriate Notice to Negotiate with the State Employment Relations Board by November 1. Negotiations shall be subject to the dispute resolution procedures contained in Chapter 4117 of the revised code at the time of the execution of this Agreement, except that R.C. §4117.14(G)(11) will not apply.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 3<sup>rd</sup> day of May, 2011.

**LOGAN COUNTY SHERIFF:**

Andy Sitt

**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION:**

T. M. D. J.  
Joseph  
T. M. D. J.

**BOARD OF COUNTY COMMISSIONERS**

Anthony F. Core  
John Bayliss  
J. A. R. S. L.

**APPROVED AS TO FORM:**

Shirley Houston  
Logan County Prosecutor

Joseph Hegedus  
Joseph Hegedus  
Labor Counsel, Chief Negotiator