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AN AGREEMENT

BY AND BETWEEN

SENECA COUNTY SHERIFF

AND

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

RANK UNIT

through December 31, 2014

SERB Case No. 10-MED-09-1258

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PREAMBLE

This Agreement, entered into by the Seneca County Sheriff, hereinafter referred to as the "Employer", and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA", has as its purpose the following:

> To comply with the requirements of Chapter 4117 of the Ohio Revised Code; to set forth the full and complete understandings and Agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein; and to provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure herein.

ARTICLE 1
RECOGNITION

Section 1.1. The Employer recognizes the OPBA as the sole and exclusive representative for those employees of the Employer in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include all regular employees holding the classification of Sergeant or Lieutenant.

Section 1.2. Notwithstanding the provisions of this Agreement, management, confidential, professional, supervisory, temporary, seasonal, reserve employees in the unclassified service, employees in any other bargaining unit, and initial hire probationary employees with less than sixty (60) days of service shall not be included in the bargaining unit.

Section 1.3. All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

Section 1.4. The Employer will furnish the OPBA with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished upon request by the OPBA and when new employees are hired.

ARTICLE 2
DUES DEDUCTION

Section 2.1. The Employer agrees to deduct OPBA membership dues, fees, and assessments in accordance with this article for all employees eligible for membership in the bargaining unit upon the successful completion of the first sixty (60) days of their initial probationary periods. (Initial probationary period means the original probationary period for any new hire in any classification within the Department, and shall not be construed to be limited only to the classifications recognized herein.)

Section 2.2. The Employer agrees to deduct regular OPBA membership dues once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The employee must present the

signed payroll deduction form (see Appendix A) to the Employer. Upon receipt of the proper authorization, the Employer will deduct OPBA dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. No new authorization forms will be required from any employees in the Seneca County Sheriff's Office for whom the Employer is currently deducting dues.

Section 2.3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of membership dues, fees, or assessments. The OPBA 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 OPBA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the OPBA.

Section 2.4. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; or (5) resignation by the employee from the OPBA.

Section 2.5. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of OPBA dues.

Section 2.6. The parties agree that neither the employees nor the OPBA shall have a claim against the Employer for errors in the 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 OPBA dues deduction would normally be made by deducting the proper amount.

Section 2.7. Deductions provided for in this article are subject to the approval of the County Auditor and shall be made during one (1) pay period each month. In the event a deduction is not made for any OPBA member during any particular month, the Employer, upon written verification of the Union, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months = regular dues. The Employer will not deduct more than two (2) months' regular dues from the pay of any OPBA member.

Section 2.8. The rate at which dues are to be deducted shall be certified to the payroll clerk by the Treasurer of the OPBA.

ARTICLE 3
FAIR SHARE FEE

Section 3.1. Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair share fee to the Union. The fair share fee obligation shall commence the first pay period following the one hundred twenty-first (121st) calendar day of employment.

Section 3.2. Fair share fees shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. Fair share fees shall be deducted in amounts determined by the Union in accordance with the law.

Section 3.3. Fair share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deductions. The Employer shall provide the Union an alphabetical list of the names and addresses of each employee on whose account a fair share fee was deducted during the previous month, including the amount of the deduction.

Section 3.4. The Employer's obligation to deduct fair share fees is contingent upon the Union's fulfillment, on behalf of each non-member bargaining unit employee, of each obligation established by law.

Section 3.5. The Union may amend the fair share fee amount by providing the Employer with written documentation of its compliance with applicable law. Changes in the amounts to be deducted shall become effective on the thirtieth (30) calendar day after their actual receipt by the Employer.

Section 3.6. Both the Employer and the Union intend that this article be lawful in every respect. If any court of last resort determines any provision of this article is illegal, that provision, alone, shall be void. Invalidation of any provision of this article does not invalidate the remaining provisions. If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful, alternative provisions.

Section 3.7. This article does not waive any of the Employer's right to seek judicial review of any of its provisions at any time.

Section 3.8. The Union warrants and guarantees to the Employer that no provision of this article violates the Constitution or laws of either the United States of America or the State of Ohio. Therefore, 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 3.9. This article constitutes the entire agreement between the Union and the Employer with regard to fair share fees. All other agreements are hereby rendered void. No portion of this article may be amended except by written, signed agreement of the parties.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1. Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the office of the Sheriff 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, retain, layoff and recall, or to reprimand, suspend discharge, or discipline for just cause; to maintain order among employees;

B. To promulgate and enforce 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 goals, objectives, programs and services, and to utilize both internal and external personnel in a manner designed to effectively meet their purposes;

E. To determine the size, composition, and duties of the work force, 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, lack of funds, or for other legitimate reasons which improve the economy and/or efficiency of the office of the Sheriff;

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 4.2. The OPBA 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 5
EMPLOYEE RIGHTS

Section 5.1. An employee shall be advised in writing by the Employer of any predisciplinary hearings at least forty-eight (48) hours in advance of such hearing. An affected employee shall have

the right to have an OPBA representative present at any predisciplinary hearing, at the discretion of the employee.

Section 5.2. Any employee who refuses to answer questions by the Employer or refuses to participate in an investigation shall be advised that such refusal is a violation of the work rules, policies, and procedures of the Employer and that continued refusal may subject him to disciplinary actions, at the discretion of the Sheriff or designee.

Section 5.3. An employee may request an opportunity to review his personnel file and may elect to have an OPBA representative present. The OPBA shall be provided with any necessary requested document or recording within five (5) days of the Employer's receipt of the request. Any reasonable request for copies will be honored by the Employer. Upon reviewing his personnel file, an employee may submit memoranda to clarify his position regarding documents in the file. Such memoranda shall be incorporated into the employee's file.

Section 5.4. All items in the employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition. If the employee is not in agreement with documents contained in employee's file, the employee shall have the right to attach an explanatory memorandum, not to exceed one side of one 8½" x 11" page, to the document detailing the alleged inaccuracies. Those records specifically designated by law to be confidential shall not be made available to the general public except by court order, subpoena, or by written permission of the employee.

Section 5.5. All complaints by citizens, which may result in any disciplinary action against an employee, shall be in writing and signed by the complainant. The Employer will furnish a copy of the complaint to the employee prior to investigation of the complaint. The Employer reserves the right to investigate any complaint and to question a bargaining unit employee regarding any complaint. Any employee questioned pursuant to this provision is entitled to have an OPBA representative present while being questioned should such questioning move from investigatory to accusatory or should the employee reasonably believe that disciplinary action may result.

Section 5.6. All employees will be allowed to take a thirty (30) minute paid lunch break, while on duty. Said employee will at all times during this break be available to answer calls.

Section 5.7. All employees will be allowed to take two (2) fifteen (15) minute paid breaks while on duty. One (1) break shall be during the first four (4) hours of duty and the second shall be during the second four (4) hours. Said employee will at all times during this break be available to answer calls.

ARTICLE 6
NONDISCRIMINATION

Section 6.1. The Employer and the OPBA agree not to discriminate against any bargaining unit employee with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, veterans' status, military status, genetic information, disability, ancestry of any person, or OPBA membership or non-membership.

Section 6.2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 7
NO STRIKE/NO LOCKOUT

Section 7.1. The Employer and the OPBA recognize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

A. During the term of this Agreement, the OPBA shall not authorize, cause, engage in, sanction, or assist in any sick call, work stoppage, strike, sympathy strikes, or slowdown which affects the Employer or his operations. The OPBA shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

B. In the event of a violation of the "no-strike" clause, the OPBA shall promptly notify all employees in a reasonable manner that the strike, work stoppage, or slowdown, or other unlawful interference with normal operations of the Employer, is in violation of this Agreement, unlawful and not sanctioned or approved of by the OPBA. The OPBA shall advise the employees in writing to return to work immediately, and shall submit a copy of such written notice to the Employer.

Section 7.2. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 1 of this article, is subject to discipline or discharge by the Employer. Disciplinary action taken in accordance with the provisions of this article shall not be subject to the grievance procedure contained herein; however, the issue as to whether or not a strike or work stoppage occurred may be subject to the grievance procedure contained herein.

Section 7.3. During the term of this Agreement, the Employer shall not cause, permit, or engage in any lockout of its employees unless those employees shall have violated Section 1 of this article.

Section 7.4. 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 8
PROBATIONARY PERIODS

Section 8.1. A newly promoted employee will be required to successfully complete a 180 calendar day probationary period in his newly appointed position. The probationary period for a newly promoted employee shall commence on the effective date of the promotion. A newly promoted employee who does not meet acceptable performance levels may be returned to his former position, regardless of bargaining unit, at any time during his promotional probationary period without any appeal.

The Sheriff may extend the probationary period for up to an additional 180 calendar days for good cause. Such extensions will be reduced to writing.

Section 8.2. Part-time employees shall have their probationary periods determined on the basis of the number of hours actually worked comparable to a full-time employee in the same position.

Section 8.3. Extended absences of ten (10) working days or more shall not be considered in the computation of "calendar" days or days worked for the purpose of computing the actual expiration of the probationary period.

Section 8.4. Part-time employees shall have their probationary periods determined on the basis of the number of hours actually worked comparable to a full-time employee in the same position.

Section 8.5. Extended absences of ten (10) working days or more shall not be considered in the computation of "calendar" days or days worked for the purpose of computing the actual expiration of the probationary period.

ARTICLE 9
SENIORITY

Section 9.1. Department Seniority shall be defined as the total uninterrupted length of service with the Sheriff. Department Seniority shall be terminated when:

A. an employee is discharged for just cause;

B. an employee quits or resigns;

C. an employee retires; or

D. an employee is laid off for a period in excess of the period specified in Article 27, Section 4.

Section 9.2. Division Seniority shall be defined as the total accrued time spent in employment in a division of the Employer (i.e., enforcement, corrections, or communications). Classification Seniority shall be defined as total accrued time spent in the employee's current classification. The Employer shall post a list of current employees with their Department Seniority, Division Seniority, and their Classification Seniority at a place commonly accessible to all employees.

Section 9.3. Seniority is not broken by an approved leave of absence, but does not continue to accrue during a leave of absence for the period of time, which exceeds twelve (12) months.

ARTICLE 10
WORK RULES

Section 10.1. The OPBA recognizes the Employer's right to establish, revise, amend, modify, or delete work rules, policies, or procedures necessary to ensure the efficient operation of the Sheriff's

Department and proper conduct of employees. The Employer agrees that all work rules, policies, and procedures shall be applied uniformly under similar circumstances within the group or groups of employees to whom such rules are directed. Work rules, policies, and procedures established by the Employer shall not violate the express terms of this Agreement.

Section 10.2. Any new work rules, policies, or procedures or amendments to existing work rules, policies, or procedures shall be reduced to writing whenever possible and submitted to the OPBA at least ten (10) days prior to implementation. A copy of any proposed changes shall be placed in each affected employee's mailbox or e-mailed at least ten (10) days prior to implementation. The Employer will meet with representatives of the OPBA, upon request, to discuss the effects of any proposed work rule, policy, or procedure upon bargaining unit employees. Such work rules, policies, or procedures will be posted on departmental bulletin boards prior to their effective date.

Section 10.3. The Employer may in an emergency situation implement a work rule, policy, or procedure to rectify a situation. However, immediately following the implementation of any such work rule, policy, or procedure, the Employer will meet with representatives of the OPBA, upon request, and pursuant to the provisions contained in Section 2 of this article. No employee shall be disciplined for failure to follow a work rule, policy, or procedural change unless he or she knew, or should have known about the change.

Section 10.4. This article shall not apply to policies or procedures, which are mandated by federal or state laws or regulations governing operational procedures.

ARTICLE 11
DISCIPLINE

Section 11.1. No employee shall be disciplined except for just cause. Probationary removals and probationary reductions shall not be considered discipline in accordance with Article 8.

Section 11.2. Except in instances where the employee is found guilty of serious misconduct, discipline will be applied in a corrective and progressive manner in accordance with the Employer's policy.

Section 11.3. Whenever the Employer and/or his designee determines that there may be cause for an employee to receive a verbal recorded reprimand or a written reprimand, that employee shall receive a copy of the reprimand.

Section 11.4. Whenever the Employer and/or his designee determines that there may be cause for an employee to be suspended, reduced, or discharged, the employee shall be apprised of the alleged charges in writing, and notified that a predisciplinary conference is scheduled at least forty-eight (48) hours from the time of the notice, to give the employee an opportunity to offer an explanation of the alleged conduct. The Employer shall establish the predisciplinary conference procedures. Said predisciplinary conference procedures shall be reduced to writing and provided to the employees with the notice of the predisciplinary conference. The affected employees may elect to have a staff representative of the OPBA present in addition to a local representative at any such predisciplinary

conference. At the request of the OPBA staff representative, the Sheriff shall delay the hearing for up to two (2) full workdays to accommodate the attendance of the staff representative.

Section 11.5. Disciplinary action shall cease to have force and effect as after the following time periods, assuming there is no intervening similar disciplinary action:

Verbal Warning	Six (6) Months
Written Warning	Eighteen (18) Months
Suspension	Two (2) Years

All disciplinary actions shall be placed in a separate file from the employee's personnel file at the conclusion of the time periods mentioned above. No separately maintained files can be used for disciplinary or promotional purposes.

Section 11.6. The Employer agrees that all disciplinary procedures, consultations, cautioning, instruction, and performance comments shall be carried out in private and in a businesslike manner. Any employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this Agreement. In cases of disciplinary actions involving suspensions, reductions, or discharges, an employee may initiate a grievance at Step 2 of the grievance procedure contained herein.

ARTICLE 12
GRIEVANCE PROCEDURE

Section 12.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. The grievance procedure is not to be used to effect changes in the articles of this Agreement nor those matters not covered by this Agreement.

Section 12.2. While this Agreement is in effect, the grievance and arbitration procedure contained herein shall be the sole and exclusive remedy for disputes, which arise under this Agreement.

Section 12.3. All grievances must be timely processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect. Any grievance, which is not submitted by the employee within the time limits provided herein, shall be considered resolved based upon management's last answer. The employee may advance any grievances not answered by management within the stipulated time limits to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the parties.

Section 12.4. It is the mutual desire of the Employer and the OPBA to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedule. The Employer and the OPBA agree to make a responsible effort to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

STEP 1: In order for an alleged grievance to receive consideration under this procedure, the employee, with the appropriate OPBA representative, if the former desires, must identify the alleged grievance to the Sheriff or his designee (hereinafter referred to as the Sheriff) within five (5) workdays of the occurrence that gave rise to the grievance. The Sheriff shall have five (5) workdays in which to schedule a meeting with the aggrieved employee and OPBA staff representative. The meeting shall take place within fifteen (15) workdays following the receipt of the grievance, except that in the case of a discharge, the meeting shall take place within ten (10) workdays of receipt at this step. The Sheriff shall investigate and respond to the grievant and the OPBA staff representative within ten (10) workdays following the meeting.

STEP 2: Arbitration: If the grievance is not satisfactorily settled in Step 1, the OPBA may make a written request that the grievance be submitted to arbitration. A request for arbitration by the OPBA must be submitted within ten (10) calendar workdays following the date the grievance was answered in Step 1 of the grievance procedure. In the event the grievance is not referred to arbitration by the OPBA within the time limits prescribed, the grievance shall be considered resolved based upon the first step reply. The OPBA staff representative shall within ten (10) working days request a list of nine (9) impartial arbitrators from the American Arbitration Association (AAA) or Federal Mediation and Conciliation Service (FMCS) with a copy of the request to the Employer. The parties shall attempt to agree on a submission outlining the specific issues to be determined by the arbitrator prior to the hearing date. Upon receipt of the list of nine (9) arbitrators, the parties shall contact by telephone to select an arbitrator within ten (10) working days from the date the list received. The parties shall use the alternate strike method from the list of nine (9) arbitrators submitted to the parties by the FMCS or AAA. The party requesting the arbitration shall be first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by the FMCS or AAA and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS or AAA. The arbitrator shall hold the arbitration hearing promptly and issue his decision and recommendation within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator's decision and recommendation shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is properly within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues submitted for arbitration, and shall have no authority to determine any other issues not submitted to him, or to submit

observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not recommend any new or different wage rates be established which were not negotiated as part of this Agreement. In the event of a monetary award in an incident arising out of an ongoing grievance, the arbitrator shall not recommend retroactive settlement beyond the date the grievance was presented to the Employer in Step 1 of the grievance procedure. In the case of disciplinary action, suspension, reduction, or discharge, the arbitrator shall have the authority to make his award effective back to the date of the discipline. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing on the grievance, on the grounds that the matter is non-arbitrable, or beyond the arbitrator's scope of authority or jurisdiction. The first 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.

Recommendations of the arbitrator shall be final and binding upon both parties. The losing party shall pay all costs directly related to the services of the arbitrator. Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of any court reporter shall be paid by the party asking for same; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

Section 12.5. All grievances must contain all pertinent information and must be filed using the official grievance form, including the following information:

1. aggrieved employee's name and signature;
2. aggrieved employee's classification;
3. date grievance was first discussed and name of supervisor with whom the grievance was discussed;
4. date grievance was filed in writing;
5. date and time grievance occurred;
6. the location where the grievance occurred;
7. a description of the incident giving rise to the grievance;
8. specific article and sections of the Agreement violated; and
9. desired remedy to resolve the grievance.

Failure to strictly comply with the above shall not affect the ability of the grievance to go forward.

Section 12.6. A grievance may be brought by an employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several

employees in the same manner, one (1) employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall have his/her name included on the grievance.

Section 12.7. Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level from which it originates by mutual agreement of the parties.

Section 12.8. For purposes of this article, work days shall be defined as Monday through Friday and shall exclude Saturday, Sunday, and recognized holidays.

ARTICLE 13
LABOR/MANAGEMENT MEETINGS

Section 13.1. In the interest of sound labor/management relations, either party may request a Labor/Management Meeting on a mutually agreeable day and time. The Sheriff and/or his designee shall meet on such day with not more than one (1) representative of each classification representing the OPBA. Additional representatives may attend by mutual agreement.

Section 13.2. An agenda will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The OPBA shall also supply the names of those OPBA representatives who will be attending.

Section 13.3. If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 13.4. Labor/management meetings are not intended to be negotiations sessions to alter or amend the basic Agreement.

Section 13.5. If labor/management meetings are set during employee's regular scheduled hours, they shall not suffer any loss of wages.

ARTICLE 14
OPBA BUSINESS

Section 14.1. The Employer will recognize as Union representatives two (2) employees each for the Road (including Rank), Corrections (including Rank), and Dispatch Divisions. Officers elected by the OPBA, will act as representatives for the purpose of processing grievances and attending meetings in accordance with the provisions of the grievance procedure contained herein and at any meetings at which the Employer requests a representative to be present. No employee shall be recognized by the Employer as an OPBA representative until the OPBA has presented the Employer with written certification of that person's selection.

Section 14.2. The investigation and writing of grievances shall be on non-duty time. However, an employee representative may be released during on-duty time to investigate a grievance contingent

upon the approval of his immediate supervisor and/or the Sheriff. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing. Employees shall not be compensated for attendance at hearings during non-duty hours.

Section 14.3. One (1) non-employee OPBA representative will be recognized by the Employer and admitted to the Employer's facilities for the purpose of investigating and processing grievances or attending meetings as permitted herein, upon receipt of reasonable advance notice to the Employer.

Section 14.4. Rules governing the activity of OPBA representatives are as follows:

1. The OPBA agrees that no official of the OPBA, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The OPBA further agrees not to conduct OPBA business during working hours except to the extent specially authorized by the Employer.

2. The Chief OPBA representative (or alternate) shall not leave his assigned work area to conduct OPBA business until he has been released by his immediate supervisor. The OPBA shall not conduct OPBA activities in any work areas without notifying the supervisor in charge of that area of the nature of the OPBA activity.

3. The OPBA employee representative shall cease OPBA activities immediately upon the request of the supervisor of the area where the OPBA activity is being conducted or upon the request of the employee's immediate supervisor.

4. An OPBA employee representative abusing the provisions of this section is subject to disciplinary action. An OPBA employee representative shall have reasonable access to and use of the telephone, copier, and fax facilities of the Employer, with approval of the Sheriff or his designee, but shall be subject to discipline for excessive or inappropriate use of any such equipment.

Section 14.5. Requests for release time pursuant to this article shall not be unreasonably denied.

Section 14.6. One (1) OPBA employee representative from the Cooks and Maintenance Agreement, two (2) OPBA employee representatives from the Rank Agreement, and three (3) OPBA employee representatives from the Deputies, Correction Officer, and Dispatchers Agreement may be entitled to up to two (2) full shifts off with pay, per year, for the purpose of attending OPBA Director's meetings, when such meetings fall during that employee's regularly scheduled work hours. Such time shall not be cumulative.

ARTICLE 15
BULLETIN BOARDS

Section 15.1. The Employer agrees to provide ample space on bulletin boards in agreed upon areas for use by the Union. However, the Employer shall not be obligated to purchase bulletin boards for

the Union's use, and OPBA space on bulletin boards will be shared by all recognized bargaining units.

Section 15.2. All Union notices, which appear on the bulletin boards, shall be signed, posted, and removed by the OPBA Director or representative during non-work time. OPBA notices relating to the following matters may be posted without necessity of receiving the Employer's prior approval:

A. OPBA recreational and social affairs;

B. Notice of OPBA meetings;

C. OPBA appointments;

D. Notice of OPBA elections;

E. Results of OPBA elections;

F. Reports of non-political standing committees and independent non-political arms of the OPBA; and

G. Non-political publications, rulings, or policies of the OPBA.

All other notices of any kind not covered "A" through "G" above must receive the prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the OPBA bulletin boards at any time which contain the following:

A. Personal attacks upon any other member or any other employee;

B. Scandalous, scurrilous, or derogatory attacks upon the administration;

C. Attacks on any employee organization, regardless of whether the organization has local membership; and

D. Attacks on and/or unfavorable comments regarding a candidate for public office, or for office in any employee organization.

ARTICLE 16
DUTY HOURS

Section 16.1. The regular scheduled workweek for full-time employees shall normally consist of forty (40) hours per week consisting of five (5) workdays and two (2) consecutive days off. The scheduled workday shall normally consist of eight (8) hours per day. This shall not constitute a guarantee of work hours or workdays. Employees shall respond to emergency work-related calls as needed and appear for any work-related appearance in addition to any scheduled work hours.

However, employees shall not be required to report for duty unless the employee is fit for duty in accordance with the Employer's policies and procedures.

Section 16.2. Employees in a classification who are required to work by the Employer more than forty (40) hours shall be entitled to overtime compensation at time and one-half (1½) the regular base rate of pay for all hours actually worked in excess of forty (40) hours. "Hours worked" shall include all compensated time, including vacation, personal days, mandatory training time, compensatory time, and sick leave.

The Employer shall equalize the opportunity for overtime as much as possible within a classification during a calendar year by utilizing a seniority list in rotation. An employee who refuses overtime, or is not available for overtime on a regular basis may not be asked for overtime for the duration of the year. Said employee shall be informed, reasonably in advance, if he or she is to be removed from the overtime list. Any employee who elects to be on the overtime list is subject to being forced to fill vacant shifts in accordance with use of the seniority list.

Without objection of the employee, the Employer may adjust an employee's schedule in lieu of the payment of overtime, such time adjustments shall be contiguous to the employee's regularly scheduled days off, as much as is practicable.

Section 16.3. An employee called out to work for any reason at a time which does not abut his/her normal work shift, shall be paid a minimum of two (2) hours' pay at the appropriate rate. No employee will be required to work the remainder of the minimum call-in time after they have completed the assignment for which they were called in.

The Employer may hold over an employee for four (4) hours when needed to cover call-offs from the next shift and may call in employees to work four (4) hours from the next shift to ensure staffing of said shift.

Section 16.4. Any bargaining unit employee may accumulate compensatory time off in lieu of overtime pay for any authorized overtime worked in accordance with Section 16.2 or 16.3 herein. If the employee wishes to request compensatory time, he shall designate this request, in writing, to the Employer prior to the end of the pay period in which the overtime is worked. Compensatory time will be on a time and one-half (1½) basis for each hour of overtime worked, at a time mutually convenient to the employee and the Employer and in increments of not less than one (1) hour. Employees may not be permitted to accumulate over one hundred twenty (120) hours of compensatory time. Hours earned over one hundred twenty (120) will be paid. Compensatory time may be approved by a lieutenant, corporal, sergeant, or OIC. The Employer shall have the right to eliminate the use of compensatory time temporarily to alleviate severe shortages of manpower. Such elimination of compensatory time shall be implemented on a reasonable basis. Employees may also request the use of comp time between February 1 and March 1, and August 1 and September 1 of each calendar year using their classification seniority.

Section 16.5. Shift vacancies due to absence bargaining unit employees shall not be filled by intermittent or part-time employees unless the overtime is first offered to qualified bargaining unit employees.

Section 16.6. All Sergeants and Lieutenants shall bid and be awarded their shifts and days off by classification seniority on a semi-annual basis. Once an employee has bid and been granted a shift assignment, that employee will work that shift until the next shift bid takes place.

Section 16.7. The Employer reserves the right to require employees to complete daily time sheets to record hours worked.

Section 16.8. Employees may trade shifts in the same work period subject to advance written approval.

ARTICLE 17
POSTING AND BIDDING

Section 17.1. Whenever the Employer determines that a vacancy exists in a bargaining unit position, the Employer shall post a notice of such vacancy for a period of seven (7) calendar days.

Section 17.2. During the seven (7) day posting period, any interested applicant may submit a request to the Sheriff indicating his/her desire to be considered for the vacancy. Requests submitted pursuant to this article shall not be considered if submitted beyond the seven (7) day posting period or if the applicant does not meet the minimum qualifications for the position.

Section 17.3. The Sheriff shall have the sole right, pursuant to limitations in this section, to determine and select the individual he believes to be best qualified for a position, giving due weight to department seniority, division seniority, qualifications, ability to perform the duties of the job, and record of discipline. First consideration will be given to employees in the same division as the vacancy (divisions being defined for purposes of this article as enforcement, correction, and communications). Should the Sheriff determine that no qualified bidder exists within the rank or division, he may then consider qualified bidders from other ranks or divisions, and then outside applicants. Any employee considered for advancement must have at least one (1) year experience performing at the position they are to be advanced from. An employee passed over for promotion may request a full, written explanation setting forth the reasons he/she was not selected for the position.

The following schedule explains the minimum years of service an employee must have, with the Employer, at the next lower rank or classification, to be promoted to the next higher rank or classification:

Road

From Road Deputy to Sergeant	5 years
From Sergeant to Lieutenant	1 year

Jail

From Correction Officer to Corporal	3 years
From Correction Officer to Sergeant	3 years
From Corporal to Sergeant	1 year

Section 17.4. Any bargaining unit employee selected to fill a vacancy shall be compensated at the applicable rate for the new position upon the effective date of assignment to the new position.

ARTICLE 18
HOLIDAYS

Section 18.1. Each full-time employee, who successfully completed his initial probationary period, shall be entitled to eight (8) hours of holiday pay, at his regular base rate of pay, for each of the following designated holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Christmas Day,	

and four (4) hours of holiday pay, at his regular base rate for one-half (2) day prior to Christmas (Christmas Eve).

Section 18.2. The Employer shall designate the dates upon which the above holidays are to be observed and shall post a notice of same during January of each year.

Section 18.3. Employees shall be entitled to holiday pay in accordance with Section 18.1 herein, regardless of whether or not they are scheduled to work on the observed day of the holiday. Employees who actually work on the observed holiday shall be entitled to holiday pay in accordance with Section 18.1 herein and shall receive time and one-half (1½) their regular base rate plus holiday pay for the first eight (8) hours worked on the Holiday. Employees who actually work more than their eight (8) hours shall receive two and one-half (2½) their regular base rate for all hours worked beyond eight (8) hours.

Section 18.4. To be eligible for holiday pay, an employee must work the last scheduled workday before the holiday and the first scheduled workday after the holiday, unless otherwise approved by the Sheriff.

ARTICLE 19
VACATIONS

Section 19.1. Full-time employees who have completed one (1) full year of continuous service with the Employer shall be entitled to vacation with pay effective upon the employee's applicable anniversary date. The amount of vacation leave to which an employee is entitled is based upon continuous length of service computed as follows:

Length of Completed Service	Vacation Days
After one (1) year of service	Ten (10)
After five (5) years of service	Fifteen (15)
After ten (10) years of service	Twenty (20)
After twenty (20) years of service	Twenty-five (25)

Section 19.2. Vacations shall not be cumulative and shall be taken during the applicable calendar year or forfeited, except that all employees may carry-over up to fifteen (15) days annually or an amount equal to the amount of requested vacation time that was denied by the Sheriff.

Section 19.3. Employees shall submit a written request for any and all vacation time to the Sheriff or designee at least one (1) week in advance of the time being requested. The Sheriff or designee may, at their discretion, waive the one (1) week requirement under special circumstances. Requests for vacation of three (3) days or less that does not result in a vacancy which would require the use of the overtime seniority list will be granted without regard to when the request was submitted. All vacation time shall be taken at a time approved by the Sheriff or designee. All vacation requests will normally be approved or denied within seven (7) calendar days of the employee submitting the request. Vacation time, in any amount that is denied by the Sheriff, may be carried over to the following work year. Vacation requests submitted between February 1 and March 1 and August 1 and September 1 of each calendar year shall be honored on the basis of the employee's classification seniority with the Employer, subject to the following limitations:

A. Vacation requests submitted after March 1 and September 1 shall be honored solely on the basis of order of application and no seniority rights to preferred dates shall exist.

B. Vacations are scheduled and approved in accordance with the work load requirements of the Employer.

Section 19.4. Vacation shall not be authorized in increments of less than one (1) hour.

Section 19.5. Employees shall take vacation time off unless otherwise mutually agreed between the employee and the Sheriff. However, should it be mutually agreed that an employee work during his previously scheduled vacation, such employee may be compensated for such vacation time at his regular rate of pay at the discretion of the Sheriff.

Section 19.6. Any full-time employee leaving the service of the Employer shall be entitled to pay for any accrued but unused vacation time.

Section 19.7. Employees, who accrue at least four (4) weeks of vacation per year, will have the option of "cashing" in up to forty (40) hours of vacation each year, at their regular rate of pay. The Employer shall be given a minimum of thirty (30) days notice that an employee wishes to "cash in" vacation time. Vacation time "cash in" payments shall be made the first pay period in September during each year of the Agreement. For 2012 only, employees wishing to "cash in" vacation time shall notify the Sheriff of their intent to do so no later than October 12, 2012.

ARTICLE 20
CIVIL LEAVE

Section 20.1. An employee who is subpoenaed for court jury will be paid his regular salary or wage in full during his absence. He will, however, be required to turn over all monies received from the court to the Employer. If a reasonable amount of time, as determined by the Sheriff or his designee, remains during the employee's scheduled workday, he will be expected to report for work following jury duty. A copy of the subpoena shall be submitted at the time of the request for civil leave.

Section 20.2. If an employee is required to appear in a court of law for personal reasons, he is expected to take either vacation leave or leave without pay at the discretion and approval of the Employer. Whenever possible, an employee shall give at least one (1) week advance notice of the need for such a leave.

ARTICLE 21
SICK LEAVE

Section 21.1. Sick Leave Accumulation. Effective for the duration of this Agreement, each employee shall earn fifteen (15) days of sick leave per year. Sick leave shall be earned at the rate of .0575 hours of sick leave for each hour in active pay status.

Section 21.2. Charging of Sick Leave. Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings.

Section 21.3. Uses of Sick Leave.

A. Sick leave shall be granted for the following reasons:

1. Illness or injury of the employee or a member of his immediate family where the employee's presence is required or requested by the doctor.

2. Medical, dental, or optical examinations or treatment of an employee which cannot be scheduled during non-working hours.

3. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee, or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.

4. Pregnancy and/or childbirth and other conditions related thereto inclusive of leave for male employees for the care of the employee's wife and family during the post-natal period.

B. Definition of immediate family: grandparents, brother, sister, father, father-in-law, mother, mother-in-law, stepparents, spouse, child, stepchild, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis).

Section 21.4. Evidence Required for Sick Leave Usage. The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave immediately upon return to work. If medical attention is required, the employee shall be required, or where an absence extends beyond three (3) workdays, the employee shall be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his or her duties. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person, or in the case of childbirth and other conditions relating thereto, during the post-natal period. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal. Employees that call-in, or request a day off because of a condition listed in Section 21.3(A), will be required to have such time off charged against their sick leave balance.

Section 21.5. Notification by Employee. When an employee is unable to report to work, he shall notify his immediate supervisor at least one (1) hour before the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with his immediate supervisor.

Section 21.6. Abuse of Sick Leave. Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and a refund of salary or wage paid. Sick leave is to be used only for the reasons specified herein, and patterned and excessive use of (medically) undocumented sick leave shall be cause for disciplinary action.

Section 21.7. Physician Examination. Should conditions warrant it, the Employer may require an employee to take an examination, conducted by a licensed physician, 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, leave without pay, or disability separation, depending upon the employee's qualifications for such leave. The County shall pay the cost of such examination. Employees shall be paid if testing is scheduled during their regular scheduled shift.

Section 21.8. Expiration of Sick Leave. If illness or disability continues beyond the time covered by accumulated sick leave, the employee may be granted a leave of absence without pay or a disability separation.

Section 21.9. Pay for any sick leave shall be at the employee's regular rate; except as provided in this section.

A. During the term of this Agreement, all employees who do not have at least: two hundred (200) hours at the time the sick leave is used shall be paid for sick leave as follows:

1. For the first forty (40) hours of sick leave used during each calendar year, sick leave will be paid at 100% of the employee's regular pay.

2. For the second thirty-two (32) hours of sick leave used during each calendar year, sick leave will be paid at 75% of the employee's regular pay.

3. For all other sick leave beyond seventy-two (72) hours during each calendar year, sick leave will be paid at 50% of the employee's regular hourly rate of pay.

B. Employees who have at least two hundred (200) hours of accrued sick leave at the time the sick leave is used shall not have the payment of sick leave reduced under this section. For employees who do fall below the above limit, the payment limitations set forth in this section will be based on the number of total sick leave hours used during that contract year while under the above threshold. In all cases, the employees must have enough accrued sick leave to cover the amount of time used or the employee will not be paid at all.

C. Not withstanding the other provisions of this section, employees are eligible to use sick leave they have accrued, paid at their full, regular rate of pay for:

1. In-patient hospitalization of an employee or a member of the employee's immediate family as defined in Section 21.3(B), and the continuous period of recovery time there from; or

2. Sick leave used for funeral purposes, as provided in Article 23; or

3. Any sick leave scheduled and/or approved in advance, by the Sheriff or designee and sick leave that qualifies as Family Medical Leave, per County policy; or

4. Any sick leave used within the first year of employment or the end of the employee's probationary status whichever is longer.

D. When measuring the amount of sick leave used by bargaining unit employees, all paid and unpaid sick leave shall be counted, including leave for the serious health condition of the employee or a member of the employee's immediate family.

Section 21.10. Conversion. Upon retirement from active service, an employee who has completed ten (10) or more years of public service may elect to convert accrued and unused sick leave to a cash payment at the employee's current rate. Sick leave conversion shall be computed on the basis of one-fourth (¼) of the value of the accrued and unused sick leave, not to exceed a maximum of one hundred twenty (120) days (for a maximum payment of thirty (30) days or two hundred forty (240) hours). Such payment shall be based upon the eligible employee's base rate of pay at the time of retirement, shall be made only once, and shall eliminate all sick leave credit accrued by the employee. Eligible employees must complete a "Sick Leave Payment Upon Retirement Form" to initiate the process.

In the case of death of an employee (in active service) with ten (10) or more years of service with the Employer, the date of death shall be construed as retirement, and any sick leave conversion payment for which the decedent would otherwise have qualified for shall be paid to the surviving spouse or the estate.

ARTICLE 22
PERSONAL LEAVE

Section 22.1. All nonprobationary employees covered by this Agreement shall be entitled to three (3) personal days off with pay per year. One (1) additional personal day shall be granted to each employee who uses sixteen (16) hours or less sick leave in the previous calendar year except for sick leave utilized under the Family Medical Leave Act of 1993 as amended. All personal days will be credited to the employee in the first pay period of January in each contract year. Employees hired as an initial hire after January 1 of any year, shall be credited with personal leave days on a pro-rated basis (i.e., following completion of probation, four (4) hours for completion of each additional two (2) full months of employment in that calendar year). Personal Time request submitted between February 1 and March 1 and August 1 and September 1 of each calendar year shall be honored on the basis of the employee classification seniority with the employer. Personal time requests submitted after March 1 and September 1 shall be honored solely on the basis of the order of application.

Section 22.2. Personal days may be taken in a minimum of one (1) hour increments in the contract year they are earned.

Section 22.3. Employees must submit personal leave requests at least twenty-four (24) hours in advance of the requested time off. The Employer will approve or disapprove prior to the requested day off. In an emergency situation, the Sheriff or designee will only require one (1) hour notice. The use of Personal Leave may not be unreasonably denied. Personal leave may not be used to extend an employee's date of resignation or retirement.

ARTICLE 23
FUNERAL LEAVE

Section 23.1. Funeral leave with pay of up to three (3) days shall be granted to an employee in the event of a death of a member of the employee's immediate family. In the event of a death of an employee's child, spouse, sibling, or parent or if an employee is required to travel more than two

hundred (200) miles to a qualifying funeral, the employee may request an additional two (2) days of funeral leave to be charged against sick leave. Immediate family shall be defined as: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, stepparents, spouse, sibling, child, stepchild, grandchild, grandparent-in-law, or household member of over (1) year, a legal guardian, other person who stands in place of a parent (loco parentis).

Section 23.2. Funeral leave with pay of up to one (1) day shall be granted to the employee in the event of a death of the employee's aunt, uncle, or cousin, for the purpose of attending the funeral.

Section 23.3. Funeral leave, with or without pay, can be extended for any employee at the discretion of the Employer. Any paid extended funeral leave shall be charged against sick leave.

ARTICLE 24
INJURY LEAVE

Section 24.1. In the event a bargaining unit employee is injured while acting in the scope of his or her job duties, the employee will receive his or her regular rate of pay during the period the employee is unable to work, not to exceed ninety (90) calendar days, provided the employee files with the Bureau of Workers' Compensation. Pending the determination of the claim's compensability, an employee may use any accrued sick leave, vacation leave, or other available paid leave to cover the time during which he is unable to work. Upon the approval of the claim by the Bureau of Workers' Compensation, the employee will be re-credited with all paid leave that was used to cover the time it took for the claim to be initially determined as compensable, and will receive his regular rate of pay for the remaining time during the ninety (90) day period. If the claim is denied during the ninety (90) day time period, the Employer's obligation to provide such payment shall be terminated. Injury Leave shall not be granted until an agreement is signed by the employee whereby the employee agrees to reimburse the Employer for any wage or salary benefits received by the employee from the Bureau of Workers' Compensation for the time period for which injury leave is awarded.

If at the end of this ninety (90) day period, the employee is still disabled and the claim has not been finalized, the leave may at the Employer's sole discretion, be extended for an additional ninety (90) calendar day period.

The employee, to be eligible for compensation, shall also submit a Report of Injury form within twenty-four (24) hours of the injury, or if unable to submit a Report of Injury form, the supervisor shall submit the Report.

Section 24.2. The employee shall sign a release of information which will allow the Employer to examine the relevant medical records of the employee, and the employee may be required to submit to a physical examination by a physician of the Employer's choice for the purpose of establishing the validity of the employee's claim for injury leave. If the employee is found to have been in violation of any law or department rule, or is determined to have been acting beyond the scope of his or her employment, resulting in the injury, he shall be denied injury leave.

ARTICLE 25
TRAUMA LEAVE

Section 25.1. A member of the bargaining unit who, in the line of duty, is directly involved in an incident in which firearms are discharged, or the employee is placed in a life threatening situation which would cause a reasonable employee to become traumatized, or where a bargaining unit member is directly involved in an incident where a fellow employee, suspect, or inmate is killed or seriously injured, may be eligible for paid Trauma Leave. Where the employee has applied fatal force, the Trauma Leave shall be a minimum of five (5) workdays.

Section 25.2. Eligibility and duration of such leave shall be at the sole discretion of the Sheriff, based upon the severity of the incident, the effect upon the employee and the needs of the Department, however approval of such leave shall not be unreasonably denied. The Sheriff may require an employee who is eligible for such leave to undergo counseling by a counselor, psychologist, or psychiatrist of the Employer's choosing. The cost of such counseling shall be borne by the Employer.

Section 25.3. The Sheriff shall order an employee onto Trauma Leave and counseling where the employee has been involved in a duty-related incident.

Section 25.4. An employee on Trauma Leave shall suffer no loss of straight time earnings or benefits, and such leave is not chargeable to sick leave.

ARTICLE 26
DISABILITY SEPARATION

Section 26.1. A disability separation may be granted when an employee has exhausted his accumulated sick leave, authorized vacation, or compensatory time, and any leave of absence without pay where applicable, and is:

1. hospitalized or institutionalized, or in a period of convalescence following hospitalization or institutionalization as authorized by a physician at the hospital or institution; or

2. is declared physically incapable of performing the duties of his position by a licensed physician.

If an examination is requested or required by the Employer, the Employer shall designate the physician and shall bear the cost of such examination. Any appointment made to a position vacated by disability separation will be on a temporary basis, and such employee will be made fully aware of its temporary nature. Should the employee returning from disability separation be reinstated to another position, the temporary appointment may be made permanent at the discretion of the Employer.

Section 26.2. Reinstatement. An employee given a disability separation shall have the right to reinstatement within three (3) years from the date of separation to the same or similar position.

An employee given a disability separation subsequent to a leave of absence without pay shall retain the right of reinstatement for a period of up to three (3) years from the date the employee began the leave of absence without pay. An employee must make written application to the Employer for reinstatement containing medical documentation showing full qualifications to perform the duties of the position. The employee shall pay such medical examination. A medical examination may also be requested and scheduled by the Employer and shall be conducted by a physician designated by the Employer. Within thirty (30) days after making written application and passing a medical examination showing full qualifications to perform the duties of the position, an employee will be reinstated to the same or similar position, provided such position(s) still exist and/or are utilized.

An employee who does not return from disability separation, formally resign, or take disability retirement within the three (3) years, shall be separated form service upon the expiration of the three (3) year period.

ARTICLE 27
LAYOFF & RECALL

Section 27.1. Whenever the Employer determines a layoff is necessary, the Employer shall determine the division and classification(s), which will be affected, and the number of employees to be laid off within each affected division and classification. Part-time employees within the affected classifications shall be laid off prior to any full-time employee being laid off. While layoffs are in effect, no part-time employees, intermittent, or reserve deputies may be hired or work in the affected division. Affected employees shall be given ten (10) working days advance written notice of any layoff.

Section 27.2. Once the number of layoffs necessary and the affected classifications have been determined by the Employer, affected employees shall be laid off based upon classification seniority.

Section 27.3. An employee who is laid off shall first displace an employee in the same division (Road, Jail, and Communications) and lower classification who is of lower department seniority, provided the employee has all the proper training and any required certifications for the position in which he wishes to bump into. Should no employee in the same division have lower department seniority, the laid off employee may then bump an employee with lower seniority in a lower level division in the bargaining unit in a different division if they had previously held that position with the Seneca County Sheriff's Office, providing he or she has the qualifications and any required certification to perform the position. When bumping outside the employee's division, the employee must use their division seniority in the division they are bumping into. Affected employees shall notify the Sheriff of his or her intent to bump within five (5) days of receiving the notice of layoff.

The Sheriff shall have the right to protect a sufficient number of female corrections officers from layoff, in order of Department Seniority, to properly operate the jail in accordance with regulations requiring female corrections officers to be on duty when female prisoners are booked and/or

incarcerated. The Sheriff shall also have the right to protect Corrections Sergeants, regardless of seniority, from bumping or layoff.

Section 27.4. Employees who have been laid off shall retain reinstatement rights to the position from which they were laid off and be subject to recall by the Employer as follows:

LENGTH OF SERVICE AT LAYOFF	RECALL PERIOD
Initial Probationary Period	No recall
Probation to one (1) year	One (1) year
One (1) year to two (2) years	Length of Service
More than two (2) years	Two (2) years

It shall be the responsibility of the employee to keep the employer advised through written notice of his current and accurate mailing address. The Employer shall not hire or promote any employee into an affected classification during any period in which employees are on layoff within such classification, until such time as all affected employees within such classification have either been reinstated or have declined reinstatement.

Section 27.5. Affected employees shall be notified in writing by the Employer of their right to reinstatement upon the Employer determining that it is feasible to recall such employees. Affected employees shall have five (5) working days to accept or reject the offer of reinstatement. Failure by the employee to notify the Employer of his decision within the established five (5) day period shall be considered a rejection of the offer of reinstatement.

Section 27.6. For purposes of this section, working days shall mean Monday through Friday, exclusive of any designated holidays. All written notices required of the Employer or employee herein shall be by certified mail or hand delivered.

Section 27.7. For the purpose of this article, the following definitions will apply:

Divisions	Classifications
Road	Road Lieutenant Road Sergeant Road Deputy
Jail	Lieutenant Sergeant Corporal Corrections Officer Nurse
Communications	Dispatcher

Cooks & Maintenance	Head Cook Cook Maintenance Worker

Section 27.8. In accordance with the provisions of the Ohio Revised Code (ORC section 4117.10(A), this article supersedes and/or prevails over ORC 124.321-124.328.

ARTICLE 28
UNIFORMS

Section 28.1. Bargaining unit employees shall receive the following cash allowances for the purpose of replacing worn and aging uniform and equipment items, and for dry cleaning such uniforms. Cash payments shall be payable the second pay period in February, each contract year.

	2013	2014
Sergeant, and Lieutenant	$700	$700

In the event the uniform requirements for any of the above-listed classifications change, the Employer and the Union shall negotiate an appropriate uniform allowance to cover such change. If any part of the uniform is destroyed or damaged beyond repair while in the line of duty where such damage is not due to negligence or intentional destruction, said shall be replaced at the County's expense.

Section 28.2. If the Employer implements a dress code for plain-clothed deputies which require clothing beyond what can reasonably be expected to be available or in the possession of the employee (for example, suit coat and tie), said will be provided or replaced. If an item of plain clothes is destroyed or damaged beyond repair while worn in the line of duty where such damage is not due to negligence or intentional destruction, said shall be replaced.

Section 28.3. All patches, badges, brass, leather (except shoes), bulletproof vests, and weapons provided through initial issue or purchased through the uniform account system shall be the property of the Sheriff's Office. All initial issue uniforms shall be the property of the Sheriff's Office. Property of the Sheriff's Office must be returned either when an employee terminates or is out of his current job classification. Employees moving from one job classification to another shall only return those items that are not required in the new job classification. If the Employer changes the dress requirements, newly required items shall be furnished by the Employer as deemed appropriate.

Section 28.4. The Employer will specify what specific type of firearm and will provide this firearm to employees required to carry firearms as a part of their official duties.

Section 28.5. In the event of damage to prescription eye glasses (including frames), contact lenses, dentures, or watches, which damage occurs in the active discharge of an employee's duties enforcing the law, the Employer shall pay the difference, if any, between the amount of reimbursement from the employee's personal insurance, court-ordered recovery, or Workers' Compensation and the actual

cost of repair or replacement. However, the Employer's monetary reimbursement obligation for repair or replacement of any article shall not exceed one hundred dollars ($100.00) and shall not exceed the cost equivalent to the amount incurred by the employee (as verified) for the most recent purchase of any eye glasses, contact lenses, or dentures.

Workers' Compensation claims will be filed by an employee where applicable, and reimbursement to the Employer will be made upon receipt of any monetary award by the employee.

Section 28.6. All required County-issued equipment shall be properly maintained and replaced by the Employer as required manufacturer of said equipment.

Section 28.7. Correction officers shall have the option of wearing "BDU" uniforms while on duty. Officers shall have the option of wearing short sleeve, County-approved collared "polo" style shirts while on duty. Officers shall have discretion as to whether they wear short or long sleeve uniform shirts. The option shall also be given to employees working as Road Deputies to wear their choice of necktie, dickie, or turtleneck with their uniform. Baseball caps shall not be worn.

Section 28.8. The Sheriff may allow Deputies to wear "BDU" uniforms, under certain circumstances.

ARTICLE 29
BADGE UPON RETIREMENT

Section 29.1. Upon retirement or disability separation, an officer will be presented with a badge bearing the officer's name in recognition of his/her valued service.

ARTICLE 30
EDUCATION/TRAINING

Section 30.1. Employees who attend course work, training sessions, or out-of-town work assignments previously approved by the Sheriff shall not lose pay as a result of such training or assignment. Employees will be credited with FLSA allowable driving time to and from training.

Section 30.2. Employees shall be reimbursed for expenses incurred, including mileage in accordance with the County's policy on expense reimbursement.

Section 30.3. If accreditation, licensure, or certification requirements of a classification require continuing education or training, or if said requirements change during the term of this Agreement, the bargaining unit member thus affected must meet all such requirements as soon as possible. If the employee does not meet the requirements of that classification after the required training, the employee may be temporarily removed from that classification. Employees may be disciplined, in accordance with this Agreement, for failing to take or pass any required training as offered by the Employer. Armed employees shall be range qualified as required by the Employer. Correction Officers that successfully complete their probation period prior to obtaining their Correction Officer's

certification may still be terminated without appeal if they fail to pass the C.O. Certification test on their second (2nd) attempt after the initial Academy.

Section 30.4. The Employer and the OPBA shall create a mutually agreed to training program that adequately trains employees in various necessary skills specific to each bargaining unit.

ARTICLE 31
HEALTH & SAFETY

Section 31.1. The Sheriff agrees to maintain safe working facilities, vehicles, tools, and equipment and employees agree to follow all safety rules and regulations of the Department at all times. The Employer shall maintain suitable first aid supplies and equipment at the Sheriff's Office.

Employee allegations of unsafe equipment and/or conditions may be processed through the grievance procedure after being discussed with the Employer at a Labor/Management meeting. Employees failing to follow safe practices may be disciplined.

Section 31.2. The Sheriff shall maintain a minimum of two (2) Road Patrol Deputies on duty at all times, except where emergency circumstances prevent such from occurring. The creation of overtime shall not constitute an "emergency" for purposes of this section.

The Sheriff shall maintain mandatory minimum staffing levels in the Jail as follows, except where emergency circumstances prevent such from occurring:

Number of Inmates	Minimum for 1st, 2nd, and 3rd Shifts
0-40	4-4-3
41-81	5-5-4
82-125	6-6-5
126-200	7-7-6
201+	8-8-7

In the event the number of inmates housed for the Immigration, Customs, and Enforcement Administration ("ICE") drops below twenty-five (25), the minimum staffing levels set forth above will be temporarily suspended until such time as the ICE inmate levels return to twenty-five (25) or more. Any temporary suspension of the minimum staffing levels stated herein shall not result in any reduction of any employee's previously or regularly scheduled hours.

ARTICLE 32
INSURANCE

All full-time employees are eligible for coverage under the County's group hospitalization insurance program. The employee's contribution to the single and family premiums will be the same as that designated for the non-bargaining County employees paid from the General Fund. Such employee

contribution shall not exceed twenty percent (20%) of such premiums. The employee's share of premiums will be deducted from the employee's paycheck.

The County Commissioners retain the sole authority to select types of insurance and insurance providers.

Either party may reopen this Article 32 on health insurance by providing written notice to the other between September 1 and October 1 of 2013. Said reopener shall be conducted pursuant to R.C. 4117.14, except that the parties expressly agree any limitation placed upon a conciliator pursuant to R.C. 4117.14(G)(11) shall be waived and that the employer consents an award of matters with cost implications, including insurance, in 2014.

ARTICLE 33
WAGES AND COMPENSATION

Section 33.1. Effective first full pay in October, 2012, the rate of pay for each bargaining unit position shall be as set forth below:

Position	Annual	Hourly
Road Sergeant, C/O Sergeant	44,990.40	21.63
Lieutenant	49,171.20	23.64

Section 33.2. Effective first full pay in July, 2013, the rate of pay for each bargaining unit position shall be as set forth below:

Position	Annual	Hourly
Road Sergeant, C/O Sergeant	45,656.00	21.95
Lieutenant	49,899.20	23.99

Section 33.3. Either party may reopen this Article 33 on hourly rates of pay by providing written notice to the other between September 1 and October 1 of 2013 to negotiate over wage rates to be effective in 2014. Said reopener shall be conducted pursuant to R.C. 4117.14, except that the parties expressly agree any limitation placed upon a conciliator pursuant to R.C. 4117.14(G)(11) shall be waived and that the employer consents an award of matters with cost implications, including insurance, in 2014.

Section 33.4. Employees shall be eligible to receive longevity compensation after the completion of the required length of continuous full-time service as follows:

Years of Service	Longevity Compensation
Five (5) years but less than ten (10) years	Twenty-five cents ($0.25) per hour

Ten (10) years but less than fifteen (15) years	Thirty-two and one-half cents ($0.325) per hour
Fifteen (15) years and above	Forty cents ($0.40) per hour

ARTICLE 34
SEVERABILITY

Section 34.1. This Agreement is subject to all applicable federal laws, and Chapter 4117 of the Ohio Revised Code, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any official decision interpreting them.

Section 34.2. Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a part or provision of this Agreement shall not invalidate the remaining portions and they shall remain in full force and effect. In such event, the Employer and the OPBA will, at the request of either party hereto, promptly enter into discussions relative to the particular provision(s) deemed invalid or unenforceable. Should the parties reach mutual agreement on an alternate provision(s), such agreement shall be reduced to writing and signed by both parties.

ARTICLE 35
WAIVER IN CASE OF EMERGENCY

Section 35.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Seneca County Commissioners, the federal or state legislature, or the Sheriff, such as acts of God or civil disorder, the following conditions of this Agreement may automatically be suspended at the discretion of the Employer:

1. Time limits for management replies on grievances, or OPBA submissions of grievances.

2. Selected work rules and/or agreements and practices relating to the assignment of all employees; except that it is agreed that there shall be no loss of premium pay earned as set forth in this Agreement, unless otherwise mutually agreed upon between the parties.

Section 35.2. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure and shall proceed from the applicable point in the grievance procedure to which they had properly progressed.

ARTICLE 36
SUBSTANCE TESTING AND ABUSE

Section 36.1. The Employer and the Union incorporate by reference herein the revised "Seneca County Sheriff's Office General Order 98-24 Drug-Free Workplace Policy," attached as Appendix A to this Agreement.

Section 36.2. If the Employer requires any change to Appendix A during the life of this Agreement, the Employer shall negotiate such change(s) with the Union prior to implementing them.

ARTICLE 37
OUTSIDE EMPLOYMENT

Section 37.1. The Employer shall permit employees who are certified Peace Officers to wear the Sheriff's Office uniforms, carry the weapons and equipment issued by the Employer, utilize their appointment as a Deputy Sheriff, and exercise their authority as certified Peace Officers while in the employment of a non-County party, business, or entity, with the Employer's prior approval of such employment. The Employer's approval shall not be unreasonably withheld, and any denial shall be subject to the grievance procedure set forth in this Agreement.

Section 37.2. Outside employment opportunities described in Section 1 shall be scheduled through an employee representative of the OPBA, who shall be responsible for posting available outside work opportunities equally for all certified Peace Officers. Outside employment opportunities approved by the Employer as set forth in Section 1 shall be made available first to certified Peace Officers in the bargaining unit(s) and only after being so offered, shall be made available to the Auxiliary Officers. Certified Peace Officers who are not regularly assigned to Road Patrol, e.g., Corrections Officers, shall be permitted to bid only on non-patrol outside employment opportunities.

Section 37.3. The method by which posting of outside employment opportunities shall occur shall be agreed upon by the various OPBA Stewards and Directors and shall not be subject to the grievance procedure set forth in this Agreement.

Section 37.4. County cars will only be used for outside employment with the prior approval of the Sheriff.

ARTICLE 38
DURATION OF AGREEMENT

Section 38.1. This Agreement shall be effective upon signing, and shall remain in full force and effect through December 31, 2014.

Section 38.2. 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 nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail

with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent

Section 38.3. 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 understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement The provisions of this Agreement constitute the entire agreement between the Employer and the OPBA, and all prior agreements, either oral or written, are hereby cancelled. Therefore, the Employer and the OPBA, 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 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 38.4. However, nothing in this article shall preclude the parties from mutually agreeing to amend or modify this Agreement, provided such amendment is reduced to writing and signed by both parties.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in Seneca, Ohio, this day of December 21, 2012.

FOR THE SENECA COUNTY SHERIFF

William Eckelberry, Sheriff

FOR THE OPBA

Michelle Sullivan, Legal Counsel

Negotiating Committee Member

Negotiating Committee Member

Derek DeVine
Seneca County Prosecutor
Subject to Board of Commissioners' approval (R.C. 4117.10) of Agreement

John J. Krock, Labor Consultant

APPENDIX A

SENECA COUNTY SHERIFF'S OFFICE
GENERAL ORDER 98-24
DRUG-FREE WORKPLACE POLICY

A. PURPOSE

It is the policy of the Seneca County Sheriff that all employees be free of controlled substances which impair performance and alcohol at work. Consequently, the use of illegal drugs or abuse of controlled drugs by employees is prohibited. Further, employees who use and/or are under the influence of alcohol at work shall be deemed to have engaged in prohibited conduct. The overall goal of this policy is to have a drug and alcohol free work place and to reduce accidents, injuries, and fatalities.

B. TYPES OF TESTS

The Sheriff has implemented seven circumstances for drug an/or alcohol tests: (1) pre-employment, (2) post-accident, (3) post-shooting/firearms discharge, (4) random, (5) reasonable suspicion, (6) return to duty and (7) follow-up testing.

1. PRE-EMPLOYMENT TESTING

All applicants applying for positions with the Sheriff's Office must submit to urine drug testing during his/her pre-employment physical.

The Sheriff must also verify that no prior employer of the applicants possessing have records indicating a violation of any rule pertaining to controlled substance abuse.

2. POST-ACCIDENT TESTING

Any employee of the Sheriff driving a County vehicle involved in an accident will be subject to a drug and alcohol test following the accident whenever:

a. the accident involved a fatality;
b. the employee received a citation for a moving traffic violation arising from the accident;
c. any individual involved in the accident had bodily injury requiring medical treatment away from the scene of the accident; or
d. there was damage to any vehicle involved in the accident that required towing of that vehicle.

3. DRIVER'S RESPONSIBILITY

A driver, subject to a post-accident test, must remain available for testing. A driver must submit to an alcohol test within eight (8) hours following the accident, and shall not consume any alcohol for eight (8) hours following the accident. Likewise, a driver must submit to a drug test within thirty-two (32) hours following the accident. A driver who leaves the scene before the test is administered or who does not make him/herself readily available shall be deemed to have refused to be tested and such refusal shall be treated as a positive test.

4. POST-SHOOTING/FIREARMS DISCHARGE TESTING

An employee of the Sheriff may be subject to a drug and alcohol test following a discharge of the employee's firearm other than during training and/or qualifying activity or as part of the officer's regular duty in dispatching animals. Notwithstanding the above, the Sheriff may determine that extenuating circumstances surrounding a firearms discharge during a training and/or qualifying activity or in dispatching an animal are such that a drug and alcohol test is necessary and order such a test.

5. RANDOM TESTING

The Sheriff shall maintain a current list of all employees required to participate in random selection. Employees required to undergo random testing are those deputized holders of an Ohio Peace Officer's Certificate who, as part of their duty assignments, are required to carry a weapon and those in safety-sensitive positions (Corrections Officers and Dispatchers). The random selection system shall provide an equal chance for each required employee as defined above to be selected each time random selection occurs. Random selections shall be spread throughout the year. Mercy Healthcare random pool in each calendar year for drug testing purposes, and twenty-five percent (25%) in the Mercy Healthcare random pool for alcohol testing. Random selection, by its very nature, may result in some employees being selected in successive selections or more than once during a calendar year.

If an employee is selected at random, for either a drug or alcohol test, the Sheriff will notify the employee's immediate supervisor who will notify the employee during his/her scheduled duty shift. Once notified, the employee must proceed directly to the Mercy Healthcare designated site and comply with all directions given at the collection site.

6. REASONABLE SUSPICION TESTING

An employee will be required to submit to an alcohol and/or drug test when a trained supervisor has reasonable suspicion that the employee has engaged in prohibited conduct as set forth in Section F of this policy. Reasonable suspicion will be based

upon observations concerning the appearance, behavior, speech, or body odor of the employee.

Reasonable suspicion testing is authorized by this section if the observations are made during, just preceding, or immediately after the workday.

A written record shall be made of the observations leading to a reasonable suspicion test and signed by the supervisor who made the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

7. RETURN-TO-DUTY TESTING

Before an employee returns to duty after engaging in conduct prohibited by this policy, the employee shall undergo a return-to-duty alcohol and/or drug test, with a result indicating an alcohol concentration of less than 0.02 and/or a drug test with a verified negative result.

8. FOLLOW-UP TESTING

Each employee identified as needing assistance in resolving problems associated with alcohol misuse or drug use shall be subject to unannounced follow-up alcohol and/or drug tests following the employee's return to duty (see Section E). The number and frequency of such follow-up testing shall be as directed by the substance abuse professional (SAP) and consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty. The employee may be directed to undergo return-to-duty and follow-up testing for both alcohol and drugs, if the SAP determines that return-to-duty and follow-up testing for both alcohol and drugs is necessary.

C. REFUSAL TO TEST

Refusal to submit to a pre-employment drug test will be grounds for refusal to hire applicants. Refusal to submit to a post-accident testing, post-shooting/firearms discharge testing, random testing, return-to-duty testing, reasonable suspicion testing, or follow-up testing shall be considered a positive drug test and/or positive alcohol test of .04% blood alcohol concentration. Such refusal shall result in disciplinary action up to and including termination.

D. TESTING PROCEDURES

1. DRUG TESTS

Drug testing will be performed through urinalysis. Urinalysis will test for the presence of metabolites of the following controlled substances: (1) marijuana, (2) cocaine, (3) opiates, (4) amphetamines, and (5) phencyclidine (PCP).

An employee must present picture identification at the Mercy Healthcare designated site. Urine specimens will be submitted to a Department of Health and Human Services (DHHS) – certified laboratory for testing.

All urinalysis tests for drugs will use the "split sample" method of collection. The employee's urine sample will be split into two (2) specimen bottles. One will contain the primary specimen and the other the split specimen. The split specimen will be preserved under stringent laboratory condition. Whenever an employee receives notification of a positive drug test, the employee may request that the split sample be tested in a different DHHS-certified laboratory. This request must be made within seventy-two (72) hours after the employee received notification of the positive drug test.

All laboratory results will be reported by the laboratory to the Medical Review Officer (MRO) designated by the Sheriff. Negative test results shall be reported by the MRO to the Sheriff. Before reporting a positive test result to the Sheriff, the MRO will attempt to contact the employee to discuss the test result. In the MRO's sole discretion, a determination will be made as to whether a result is positive or negative.

Pursuant to federal and state regulations, individual test results for applicants and employees will be released to the Sheriff and will be kept strictly confidential unless consent for the release of the test results has been obtained.

2. ALCOHOL TESTS

An employee must present a picture identification at Mercy Healthcare or the designated test center. Alcohol tests will be performed using an evidential breath-testing device. The employee shall follow all instructions given by the breath alcohol technician. In the event that an employee, on the basis of the evidential breath test, has a blood-alcohol content of .02 to .03999, the employee shall be removed from safety sensitive duty. A test result of .04 or over will result in disciplinary action up to and including termination. All alcohol tests shall be performed just prior to, during, or just after performing safety sensitive functions. An employee testing .02 or above must immediately contact the Sheriff and inform him of the test result. An employee testing .02 or above shall not operate a County vehicle.

E. SUBSTANCE ABUSE EVALUATION

An employee who engages in prohibited conduct shall be provided with the name, address, and telephone number of a substance abuse professional (SAP). If the employee desires to

become re-qualified, the employee must be evaluated by a SAP and submit to any treatment prescribed by the SAP. Following evaluation and treatment, in order to become re-qualified the employee must submit to and successfully complete a return-to-duty test (see Section B (6) – Return-to-Duty Testing). Such employee is also subject to follow-up testing (see Section B (7) – Follow-Up Testing).

F. PROHIBITED CONDUCT

1. The following shall be considered "prohibited conduct" for purposes of this policy:

- No employee shall report for duty or remain on duty while having an alcohol concentration of .02 or greater.

- No employee shall be on duty or operate a County motor vehicle while the employee possesses alcohol.

- No employee shall perform safety-sensitive functions within four (4) hours of using alcohol.

- No employee required to take a post-accident alcohol test shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever comes first.

- No employee shall refuse to submit to post-accident, random, reasonable suspicion, return-to-duty, or follow-up alcohol or drug test.

- No employee shall report for duty or remain on duty when the employee uses any controlled substance, except when use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to operate a motor vehicle.

- No employee shall use, possess, manufacture, distribute, consume, sell, or store (including in a desk, locker, motor vehicle, or other repository) controlled substances, drug paraphernalia, or alcohol on County property, while conducting County business in supplied vehicle or during working hours. It is understood that certain safety-sensitive employees, in the performance of their duties may possess, transport and store, controlled substances, drug paraphernalia, or alcohol in an evidentiary manner utilizing proper procedures.

- No employee shall switch, alter, or commit any misconduct pertaining to breathe or urine samples.

- No employee shall refuse to sign:

1) Certificate of Receipts
2) Substance Abuse Testing Consent Form
3) Laboratory's Chain of Custody Form
4) Rehabilitation Agreement
5) Post-Accident Hospital Authorization Form

- An employee's signature on any of the above-reference items in no way waives the employee's right to dispute the necessity or validity of the drug and/or alcohol test.

G. SUPERVISORY TRAINING

Those supervisors who are responsible for determining reasonable supervision shall receive training on alcohol misuse and drug use. The training shall include the physical behavioral, speech, and performance indicators of probable alcohol misuse and use of drugs. The cost of such training will be paid by the Sheriff's Office.

H. FINANCIAL RESPONSIBILITY

1. The County will be responsible for the following:

- Random selection program costs.
- Urine drug screen collection and testing for pre-employment, post-accident, random and reasonable suspicion tests costs.
- Alcohol breathalyzer test for post-accident, random and reasonable suspicion test costs.
- Costs of confirmatory test performed on a split sample when there is a "positive" result of the first sample.
- Medical Review Officer referral costs.

2. The employee will be responsible for deductible and co-pay requirements of the current Medical Care Plan.

I. DISCIPLINE

Discipline will generally follow a progressive sequence. The Sheriff has the discretion to apply discipline up to and including termination. Discipline administered pursuant to this policy is subject to the grievance and arbitration procedures of the collective bargaining agreement.

Prohibited Conduct Violations: If not specifically addressed by the above, will be handled at the discretion of the Sheriff.

J. VOLUNTARY PARTICIPATION IN A DEPENDENCY PROGRAM

An employee experiencing problems resulting from drug or alcohol abuse or dependency is encouraged to seek counseling on a voluntary basis. The Sheriff will cooperate by granting family leave to which he/she may be entitled. Counseling will be kept confidential and will have no influence upon performance appraisal. Job performance alone will be the basis of all performance appraisals.

An employee who has completed voluntary participation in a dependency program shall follow return-to-duty and follow-up testing procedures.

Employees testing positive for drug or alcohol use after having completed a rehabilitation program, shall be discharged.