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07/03/2014

AGREEMENT

between

THE TRUMBULL COUNTY SHERIFF

and

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

EFFECTIVE: UPON EXECUTION
EXPIRES: DECEMBER 31, 2013

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ARTICLE I PREAMBLE

1.01 This Agreement is made and entered into, by and between the Trumbull County Sheriff, hereinafter referred to as the Employer, and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the OPBA. This Agreement is made for the purpose of complying with provisions of Chapter 4117 of the Ohio Revised Code.

ARTICLE II UNION RIGHTS

2.01 As a part of its recognition of the OPBA as bargaining agent for employees identified in this Agreement as members of a bargaining unit, the Employer agrees not to interfere with the lawful activities of the OPBA in its organization efforts, its operation, or in its administration of this agreement provided that such activities do not conflict with the terms and conditions of this Agreement.

ARTICLE III MANAGEMENT RIGHTS

3.01 Pursuant to the provisions of O.R.C. §4117.08, the Sheriff's Office reserves the following rights except to the extent limited or modified by this Agreement.

3.02 Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structure.

3.03 Direct, supervise, evaluate or hire employees.

3.04 Maintain and improve the efficiency and effectiveness of governmental operations.

3.05 Determine the overall methods, process, means or personnel by which governmental operations are to be conducted.

3.06 Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees.

3.07 Determine the adequacy of the work force.

3.08 Determine the overall mission of the Employer as a unit of government.

3.09 Effectively manage the work force.

3.10 Take action to carry out the mission of the public employer as a governmental unit.

ARTICLE IV SECURITY

4.01 The Employer recognizes the OPBA as the bargaining agent for the following bargaining units:

A. Unit One shall be composed of all Commissioned Road Deputies; this unit shall exclude all Sergeants and above, all Dispatchers, all Correction Officers, all Clerical employees and all other employees of the Sheriff's Department.

B. Unit Two shall be composed of all Sergeants and Lieutenants; this unit shall exclude all Road Deputies, all Dispatchers, all Corrections Officers, all Clerical employees and all other employees of the Sheriff's Department. This unit shall exclude the Sheriff, the Chief Deputies, who in the absence of the Sheriff are authorized to exercise the authority and perform the duties of the Sheriff, all Majors, all Captains, the Jail Administrator, Assistant Jail Administrator and all other employees.

C. Unit Four shall be composed of all Assistant Wardens; this unit shall exclude the Jail Administrator, Warden, all Corrections Officers, all Road Deputies, Sergeants and above, all clerical employees and all other employees of the Sheriff's Office.

4.02 The Employer agrees to deduct regular OPBA membership dues once each month from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the local OPBA representative. Upon receipt of the proper authorization, the Employer will request the Auditor to deduct OPBA dues from the payroll check for the pay period following the pay period in which the authorization was received by the Employer.

4.03 It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of OPBA dues and fees and 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, its disposition thereafter shall be the sole and exclusive obligation and responsibility of the OPBA.

4.04 The Employer shall be relieved from making such individual "check-off" deduction upon (a) termination of employment, or (b) transfer to a job other than one covered by a bargaining unit, or (c) layoff from work, or (d) an agreed unpaid leave of absence.

4.05 The Employer shall not be obligated to make dues deduction from any employee who during any dues month involved shall have failed to receive sufficient wages to equal dues deductions.

4.06 It is agreed that neither the employee 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 sixty (60) days after the date such error is made, it will be corrected at the next pay period that the dues deductions will normally be made by deducting the proper amount. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and for no other organization attempting to represent the employees within a bargaining unit as herein determined.

4.07 The rate at which dues are to be deducted shall be certified to the Employer by the Director of the OPBA, and a one (1) month advance notice must be given the Employer prior to making any changes in an individual's dues deductions.

4.08 Deductions provided for in this Article shall be made during one 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 OPBA, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months regular dues from the pay of any OPBA member. The Employer will not deduct more than one (1) month regular dues or more than one (1) consecutive month.

4.09 Within thirty (30) days after the effective date of this contract all employees in any bargaining unit shall either become dues paying members of the OPBA or remit to the OPBA a fair share fee, to be determined by the OPBA in accord with the provisions of the Ohio Revised Code Section 4117.09(C).

4.10 Any newly hired employees in the bargaining unit shall, within sixty (60) days of date of employment, either elect to become members of OPBA or remit a fair share fee.

4.11 The fee shall be mailed to the OPBA, 10 Beech Street, Berea, Ohio 44017. A thirty (30) day notice shall be given by the OPBA if there is any change in the deduction amount.

4.12 As provided in Ohio Revised Code Section 4117.09(C), nothing in this Article shall be deemed to require any employee to become a member of the OPBA.

ARTICLE V NON-DISCRIMINATION

5.01 The provisions of this Agreement shall be applied equally to all employees in the bargaining units without discrimination as to age, sex, handicap, marital status, race, color, OPBA or non-OPBA status, creeds, national origin, political opinion or affiliation. The OPBA shall share equally the responsibility for applying this provision of the Agreement.

5.02 No organization shall solicit membership on work time.

ARTICLE VI UNION REPRESENTATION

6.01 The OPBA shall submit in writing the names of employees including their telephone numbers and addresses to act as OPBA representative(s) for the purpose of processing grievances as defined in the grievance procedure. These persons shall be the Director of the OPBA or his designee or alternate Directors. The OPBA will also submit in writing to the Employer a list of names of those employees acting as officers of the OPBA. These lists shall be kept current at all times and any change shall be in writing. The Employer shall not recognize any such representative until so notified.

6.02 The writing and investigation of grievances shall normally be done on non-duty time. However, in the case of a suspension, discharge or other action which may require immediate attention an employee may request, through their first level supervisor, to consult with the Union representative prior to leaving the work site. The Union representative shall be permitted, with advance approval of his first level supervisor, to engage in such Union representative business. Approval shall not be unreasonably withheld.

6.03 Grievance hearings shall be scheduled by mutual agreement of both parties. If any grievance hearing is scheduled during an employee's regular duty hours, the employee, OPBA representative, and necessary witnesses (to the extent of time that the witnesses are needed for testimony) shall not suffer any loss of pay while attending the hearing.

6.04 The Employer agrees that one (1) previously identified non-employee officer or representative of the OPBA shall be admitted to the Employer's facilities and sites during working hours. Such visitations shall be for the purpose of processing grievances or to attend other meetings permitted herein. Such activities shall not interfere with the normal work duties of employees, except to the extent authorized in advance by the Employer. In the event of an emergency, such officer or representative shall give as much advance notice as possible under the circumstances.

6.05 OPBA representatives under this Article shall not interfere, interrupt, or disrupt the normal work of the department nor carry on any other activities during working hours except as authorized in this Article.

6.06 The Employer agrees that up to a maximum of three (3) bargaining unit members shall suffer no loss of pay, not to exceed four (4) hours per contract negotiation session, if said negotiation session occurs during the employee's regularly scheduled work hour, provided such attendance at negotiations does not create an overtime situation. Contract negotiation sessions shall mean only that period of time that the employer or its representative is actually present.

ARTICLE VII NO STRIKE-NO LOCKOUT

7.01 The Union acknowledges that the employees are barred from striking under the provision of O.R.C. 4117; and in the event of an impasse in the collective bargaining process, the parties acknowledge that they may mutually agree to an alternative dispute settlement procedure or shall be subject to the provision under O.R.C. 4117.14 as a final settlement procedure.

7.02 Any officer or executive board member of the OPBA, upon notice from the Employer of such job action, shall take whatever affirmative steps reasonable within their ability that are necessary to end such job action, and will not, in any fashion or manner, encourage, ratify, condone, suggest, or participate in any such job action.

7.03 Any employee engaging in any such job action shall be subject to immediate discipline, including discharge. The Employer shall have the right to suspend any employee engaging in such a job action for up to ten (10) days for each day or occurrence of said job action, and the disciplined employee shall have no right to appeal or grieve that discipline; any employee receiving more than a ten (10) day suspension shall have the right to grieve or appeal only the question of participation of job action.

7.04 During the term of this Agreement, the Employer shall not lock out any member of the bargaining unit.

ARTICLE VIII BULLETIN BOARD

8.01 The Employer shall provide a bulletin board at each work site, one per building, except that there shall be no bulletin boards at the County Courthouse. These bulletin boards shall be secured and maintained by the OPBA and shall be used solely for OPBA purposes.

ARTICLE IX LABOR/MANAGEMENT COMMITTEE

9.01 To provide for means of better communication and understanding between the OPBA and the Employer, a labor management committee will be established.

9.02 The committee will consist of no more than two (2) representatives of the OPBA and two (2) representatives of the Sheriff's Department.

9.03 The committee will meet on a semi-annual basis, unless waived by mutual consent of the parties, for the purpose of discussing subjects of mutual concern. Individual grievances will not be a subject matter for discussion at these meetings.

9.04 Meetings will be held at a mutually agreeable time between the parties.

9.05 At least one (1) week prior to the meeting, each party may submit, in writing, specific discussion items.

9.06 The Director of the OPBA will notify the Sheriff as to the OPBA representatives.

9.07 Within sixty (60) days after the signing of this Agreement, the committee shall be established.

ARTICLE X PROBATIONARY PERIODS

10.01 Every newly hired employee will be required to successfully complete a probationary period. The new hire probationary period for employees shall begin on the first day for which the employee received compensation from the Employer and shall be for a period of one (1) year.

10.02 The probationary period for all Employees promoted after the execution of this Agreement from within the Department shall be one hundred eighty (180) days.

10.03 No newly hired employee shall file any grievance for discipline or discharge during the probationary period.

ARTICLE XI DISCIPLINE

11.01 No employee shall be reduced in pay, or position, suspended, discharged, or removed except for just cause. Further, no form of disciplinary action will be taken against any employee except for just cause.

11.02 The principles of progressive discipline described below shall normally be followed:

1. A verbal reprimand is the first level of discipline. This is an oral statement to an employee that certain behavior or job performance is unacceptable or unsatisfactory and if continued would subject him to further discipline. A memo of a verbal reprimand will not be considered nor shall it have force and effect for future disciplinary action after one (1) year if the same has not become a part of further progressive discipline.

2. A written reprimand is a written statement to an employee outlining his unacceptable or unsatisfactory behavior or job performance and noting that as a matter of discipline his activity is being documented for future use. Reprimands will not be considered nor shall it have force and effect for future disciplinary action after one (1) year, if the same has not became a part of further progressive discipline.

3. A suspension is a written statement to an employee outlining his unacceptable or unsatisfactory behavior or job performance and ordering him to suspend his work performance for a specified number of work days without pay.

4. A demotion is a determination that an employee's unacceptable or unsatisfactory behavior or job performance has rendered him incapable of assuming his existing job responsibilities. He may then be reduced in pay or reassigned to another job.

5. A discharge is a written notification to an employee outlining his unacceptable or unsatisfactory behavior or job performance and terminating the existing employment relationship.

11.03 Reads as follows:

A. Except in extreme instances wherein the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner.

B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

11.04 A conviction of a felony, shall constitute just cause for immediate discharge without recourse to the grievance and/or arbitration procedures contained in this agreement.

11.05 The Employer shall be barred from disciplining any employee, or in any way using an incident for the basis of subsequent discipline unless the Employer serves the employee with the disciplinary charges within one hundred twenty (120) days from the date that the incident giving rise to the disciplinary action is reported to the Employer and provided that the incident occurred less than one (1) year prior to serving the employee with disciplinary charges.

11.06 All records of disciplinary actions except as provided in Sections 11.02 (1) and (2), cease to have force and effect two (2) years after the effective date of the disciplinary action and shall not be considered for any subsequent disciplinary action, providing the same has not become a part of further progressive discipline.

11.07 A. Discipline shall not be implemented for suspensions greater than ten (10) days until either (1) the matter is settled; or (2) the employee fails to file a grievance within the time frame provided by this procedure; or (3) the penalty is upheld by the Arbitrator or a different penalty is determined by the Arbitrator.

B. The above limitations, before imposing discipline, do not apply to any other type of discipline including, but not limited to, verbal or written reprimands, demotions, suspensions of less than eleven (11) days or discharge (termination).

ARTICLE XII INTERNAL INVESTIGATION PROCEDURE

12.01 Whenever a member of any bargaining unit is the subject of an investigation which could reasonably be believed to result in disciplinary action against that employee, such investigation shall be conducted in accordance with the following guidelines. This Article shall not apply to criminal investigations of employees.

A. The investigation shall normally be conducted at a reasonable time, unless the seriousness of the alleged violation or misconduct is of such a degree that an immediate investigation is required.

B. The investigation shall normally take place on the premises of the Employer/County.

C. Investigations, other than incident reports, will only be conducted by the Sheriff or his Designee, provided that the Designee is not a member of the same bargaining unit.

D. The employee shall be advised of the names and positions of all individuals present during such investigation interview.

E. The employee shall be advised of the nature of the investigation, upon being notified that the employee is scheduled for an interview.

F. Investigation sessions shall be for reasonable time periods and shall allow for reasonable time to attend to personal necessities.

G. An employee shall have the right to representation by the OPBA upon his request.

H. All complaints by civilians which become the basis for disciplinary action against an employee shall be in writing and signed by the complainant or shall be reduced to writing by the officer taking the complaint and signed by the officer in affidavit form. The Employer shall furnish a copy of any complaint to the employee against whom the complaint has been filed at the time of the issuance of the Notice of Disciplinary Charges.

I. Any employee that is interrogated or interviewed by the Employer shall be allowed to record such interrogation if he has a recording device available so as not to delay the investigation. Any recording made by the Employer shall be copied and provided to the affected employee. Any recording made by the employee shall be copied and provided to the Employer.

ARTICLE XIII PERSONNEL FILES

13.01 Employees shall have access to their individual personnel files for review during normal business hours. Any employee wishing to examine his personnel file will provide four (4) hours advance notice to the Employer. Employees shall be able to obtain a copy of any items included in his personnel file, providing that such request is in writing and such request is not unreasonably burdensome.

13.02 Should an employee upon review of his/her file come across material of a negative or derogatory nature, said employee may provide a written and signed comment in rebuttal, mitigation or explanation of said material, such comment shall remain in the employee's file so long as the negative material remains. All materials of a negative or derogatory nature that are more than thirty (30) months old shall not be considered for future disciplinary action. The Employer shall make every reasonable effort to provide copies of all materials of a negative or derogatory nature to the affected employee, prior to the material being placed in the employee's personnel file.

13.03 When an employee is charged with or is under investigation for contended violations of departmental rules and regulations, reasonable efforts consistent with applicable law shall be made to withhold publication of the employee's name and extent of the disciplinary action taken or contemplated until such time as a final inter-departmental ruling has been made and served on the employee.

ARTICLE XIV GRIEVANCE PROCEDURE

14.01 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.

14.02 A grievance, under this procedure, may be brought by any employee within the bargaining unit(s). Where a group of the bargaining unit employees desires to file a grievance involving a situation affecting a group of employees in the same manner, one employee selected by such group will process the grievance.

14.03 All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step.

Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements to elapse without further appeal.

Any grievance not answered by management within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure.

14.04 The written grievance shall contain the following information:

a. aggrieved employee's name;
b. aggrieved employee's classification;
c. name of the employee's immediate supervisor;
d. date and time of the incident giving rise to the grievance;
e. date and time the grievance was first discussed;
f. date grievance was filed in writing at Step 1;
g. a statement as to the specific Articles and Sections of the Agreement violated;
h. a brief statement of the facts involved in the grievance; and,
i. the remedy requested to resolve the grievance.

14.05 The time limitations provided for in this Article may be extended by mutual agreement between the Sheriff and the OPBA.

14.06 Each grievance shall be processed in the following manner:

Step 1: An employee having a grievance shall file a written grievance with the Chief Deputy within seven (7) days of the incident giving rise to the grievance, or from the time the employee has reasonable knowledge or reason to know of a grievable occurrence. Within seven (7) days after receipt of the grievance the Chief Deputy shall provide the employee with his/her written response to the grievance. If the grievance is not satisfactorily settled in Step 1, the employee may appeal the grievance to Step 2 of the grievance procedure.

Step 2: If the aggrieved party is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Sheriff within seven (7) days from the date of the rendering of the decision at Step 1. The Sheriff or his designated representative, upon receipt of a written grievance, shall schedule a formal meeting within seven (7) days between himself, the employee filing the grievance, and any other person(s) who may be helpful in resolving the grievance. Prior to this meeting taking place, the Sheriff or his designated representative shall make a complete and thorough investigation of the allegation contained in the grievance. Within seven (7) days after the formal meeting, the sheriff or his designated representative shall provide the employee with his written response to the grievance. If the grievance is not satisfactorily settled in Step 2, the OPBA may make a written request that the grievance be submitted to arbitration within fifteen (15) days following the date grievance was answered in Step 2 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the second step reply.

Step 3: Arbitration:

Upon receipt of the written request for arbitration, the Employer or his designee and the representative of the OPBA shall, within fifteen (15) days following the request for arbitration, meet to select the arbitrators from a permanent panel of six (6) arbitrators agreed to by the Employer and the Union. Initially, the parties shall use the alternate strike method from the list of six (6) permanent arbitrators. A number shall be assigned to each of the permanent arbitrators (1 through 6). The party requesting the arbitration shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one name remains on the list. The remaining name shall be selected by rotation.

The parties' permanent panel of Arbitrators shall include the following:

1. Nels Nelson
2. James Rimmel
3. Rick Blair
4. Thomas Skulina
5. Donald R. Ford
6. Robert Stein

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 establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or of suspension, the Arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the Arbitrator shall limit any retroactive settlement to 28 days prior to the date the grievance was presented to the Employer at Step 1 of the Grievance Procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. In those cases, 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 will be final and binding on both parties. All cost directly related to the services of the arbitrator shall be paid by the losing party.

Expenses of any witnesses shall be borne, if any, by the party calling the witness. The fees of any court reports shall be paid by the party asking for one, provided that a court reporter may only be present upon the agreement of both parties, such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

14.07 A "day" as used in this procedure shall mean calendar days, excluding Saturday, Sunday and the holidays provided in this Agreement.

14.08 Employees shall have the right to have a representative of the OPBA present at any step of the grievance procedure, if requested by the employee; however, employees shall have the right to present grievances and have them adjusted without the intervention of the OPBA provided such adjustment is not inconsistent with the terms of this Agreement. However, a representative of the OPBA shall have the right to be present at the adjustment of any grievance and/or shall receive a copy of any adjustment.

ARTICLE XV SENIORITY

15.01 "Seniority" shall in all applications be computed on the basis of uninterrupted length of continuous service with the Trumbull County Sheriff's Department, except where specifically limited to in-grade seniority as recited in other terms of this Agreement. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

15.02 A break in continuous service shall occur when an employee:

a. quits or resigns;
b. is discharged;
c. retires or is separated from employment due to PERS disability;
d. is laid off for a period in excess of thirty (30) months;
e. is absent without leave for three (3) consecutive work days or more;
f. fails to return from leave of absence upon expiration or cancellation;
g. fails to report to work within ten (10) calendar days of the date of recall.

15.03 An approved paid leave of absence does not constitute a break in continuous service providing the employee follows the proper procedure from such leave and returns to active service immediately following the expiration of the approved leave. An approved unpaid leave does not constitute a break of continuous service but an employee shall not earn seniority during said leave.

15.04 The Employer agrees to post a bargaining unit seniority list once a year; a copy of the seniority list shall be furnished to one representative designated by the OPBA. The seniority list shall be updated as necessary.

15.05 Seniority shall commence with the first date the employee appears for work. Any ties in seniority shall be broken by alphabetical order of the employee's last name at the time seniority commences.

ARTICLE XVI HOURS OF WORK/OVERTIME

16.01 A week shall be defined as seven (7) consecutive calendar days, commencing at 12:01 Sunday a.m. and ending at 12:00 Saturday p.m.

16.02 A day shall be defined as a full twenty-four (24) hour period and shall begin with the employee's starting time.

16.03 The Overtime rate shall be calculated in compliance with the Fair Labor Standards Act and shall include longevity and shift differential, if applicable.

16.04 The regular work week for full-time employees shall consist of forty (40) hours; five (5) days of eight (8) consecutive hours each.

A. Any actual work performed by full-time employees in excess of eight (8) hours in a day shall be compensated at one and one-half (1.5) times the employee's regular rate of compensation. Sick leave, leave of absences, absences due to worker's compensation disability, court time of less than three (3) hours, compensatory time off, and unworked holidays shall not be considered or construed as actual work performed.

B. Any actual work performed by full-time employees in excess of forty (40) hours in a work week shall be compensated at the rate of one and one-half (1.5) times the employee's regular rate of compensation.

16.05 The phrase "Actual Work Performed" or "Actually Worked", as used in this Article only, shall constitute only that time the employee is performing services or duties on behalf of the employer. Sick leave, leave of absences, absences due to worker's compensation disability, court time of less than three (3) hours, compensatory time off, and unworked holidays shall not be construed or considered as actual work performed.

16.06 Employees in the bargaining shall not normally be scheduled to return to work within any workday with less than an eight (8) hour break between the end of their last shift and the commencement of a second work shift.

16.07 The Employer retains the right to schedule off on holidays or on the day observed by other county offices those employees assigned to the Detective Bureau, Civil or Court Security Divisions, Secretaries, and Custodians. Rotating scheduled (shift) changes shall not be subject to the overtime provisions in this agreement.

16.08 All overtime work shall be compensated, at the employee's election, either at (a) the rate of one and one-half (1.5) times the employee's regular hourly rate or (b) compensatory time computed at the same rate, which may be accumulated to a maximum of two hundred forty (240) hours. Employees may be permitted to cash in their comp-time in December of each year.

In order to do so, employees must apply no later than December 1st. Payment of comp-time is at the Sheriff's discretion to be exercised on the basis of available funds. If the submitted requests exceed available funds then the Sheriff shall pay out to all who request on a pro-rated basis.

16.09 Employees who opt to bank comp-time shall be permitted to use banked comp-time as follows:

a) With less than four (4) weeks but greater than 24 hours notice – comp-time shall be granted on first come first served basis so long as it does not create mandatory overtime;

b) With less than 24 hours notice employees must appear on shift and shall be granted comp-time off so long as the Supervisor or Acting Supervisor approves in accordance with work load and work requirement needs;

c) Without exigent circumstances, comp-time will not be granted more than four (4) weeks in advance.

16.10 Payment for accumulated compensatory time shall be made upon termination of employment.

16.11 In the event of an employee's demise, any accrued compensatory time will be paid to the employee's spouse or designated beneficiary.

16.12 Mandatory overtime shall be permitted by the Employer on a rotating basis based on reverse seniority (list would rotate starting with least senior employees). All employees who work mandatory overtime shall be paid two (2) times their regular hourly rate. Notwithstanding any other provision in this Agreement, the Sheriff, in his sole discretion, prior to ordering mandatory overtime, may utilize non-bargaining unit individuals to fill a shift that is determined by the Employer to be short of manpower.

16.13 Employees will have the ability to trade or swap shifts with fellow employees, so long as the payment of overtime is not required. Trading or swapping of shifts is on a "shift by shift" basis, not for the entire bid. Also, employee's right to trade shifts will be made regardless of the gender of either trading partner, provided minimum staffing levels of females are met.

ARTICLE XVII WORK SCHEDULES

17.01 The Employer will post all work schedules, unless extenuating circumstances prevent such posting, at least seven (7) calendar days in advance of the effective date of said work schedule.

17.02 The schedule of shifts for each eligible deputy and sergeant shall be determined by a bidding process as follows:

a. Seniority in grade will determine the sequence of who bids first, second, third, etc. The employee who has the greatest in-grade seniority will be the first bid, the employee who has the second greatest in-grade seniority will bid second, etc. This procedure will prevail down to the employee with the least amount of in-grade seniority who will have the final bid. No employee shall bid outside of his/her rank or assignment. No probationary employee in rank or employment shall be eligible for shift bidding until his or her probationary period is complete. Employees voluntarily changing shifts after their vacation request has been approved may have their vacation requested reconsidered by the Employer.

b. The "bid sheet" will be posted on the OPBA bulletin board for a minimum of ten (10) days from May 9th through May 19th for the June through November inclusive shift schedule and from November 7th through November 17th for the December through May inclusive shift schedule. Within this ten (10) day period, each employee will sign the sheet promptly next to the open slot he wishes to work.

c. Shift schedules shall be established on the first Sunday in June and the first Sunday in December of each year according to the bidding process set forth herein and the employer shall attempt to post those shift schedules a minimum of seven (7) days before the effective dates.

d. The "bid sheet" shall state the effective dates and starting and ending hours of each shift as well as days off. Each employee will receive a copy of the entire work schedule after it has been completed.

e. The bidding of shifts for the uniform assignment will include a uniform deputy for township work presently contracted with Mecca Township as memorialized in a certain contract between the Trumbull County Sheriff and the Mecca Township Board of Trustees effective January 1, 1992 through December 31, 1992.

f. Should there be sufficient personnel of each rank in the uniform assignment to meet the staffing needs, the Employer shall post each of the three (3) shifts for the uniform assignment with a minimum of two (2)

sergeants and two (2) deputies. The Employer and/or his designee shall determine vacancies and whether that vacancy shall be filled.

g. In the event of a change of job assignment, the employee reassigned to the uniform assignment shall fill the slot in the shift in which the former uniform assignment employee occupies until the next bid sheet is posted.

h. Job assignment is the Employer's right and the discretion for job assignment shall include, but not be limited to: Special assignment; special programs or projects; court orders; special investigation; contract work which is subject to assignment of personnel (except the uniform deputy for township work which is presently contracted with Mecca Township, which shall be subject to the shift bidding schedule).

i. If the Employer determines that a shift is understaffed, or two or more employees are absent as a result of being on an extended leave of absence, i.e., more than seven (7) days, or on assignment for special investigation or contract work with townships or assignment to special programs or projects, or other leave or vacancy for more than seven (7) days, then the Employer at his discretion, may fill the understaffed shift by the above described bidding process. If no employee for the understaffed shift bids for the opening which is thereby created in that shift, then the least senior employee shall be assigned to that shift until the employees on extended leave or assignment shall return to work. The adjustment of the work schedule for the purposes of change of assignment and/or filling of vacancies herein shall not be defined as an adjustment to avoid overtime compensation. The Employer retains the right and discretion to staff the shifts of the uniform divisions as he may determine appropriate for the safety and efficiency of departmental personnel and the safety of incarcerated persons.

j. The Employer may not adjust the hours of the shifts by more than one (1) hour either way from one scheduled bid sheet posting to the next, except in the case of assignments outside of the shift bidding, or except changes in the hours of the Mecca Township contract.

ARTICLE XVIII COURT TIME

18.01 An employee appearing in court, at a grand jury session or at a consultation with a prosecutor, regarding matters that relate to his employment with the Trumbull County Sheriff's Department, outside of their normally scheduled work hours shall be granted a minimum of three (3) hours of pay or comp-time at the applicable rate of pay.

18.02 For the purpose of this Article, court time includes time preparing for an appearance and travel time to and from the court.

18.03 Court time requests shall be verified in writing by a prosecutor or other appropriate court authority.

18.04 Any court time exceeding three (3) hours shall be compensated at the rate of one and one-half (1.5) times the regular rate.

ARTICLE XIX CALL IN PAY

19.01 Whenever an employee is called to work at a time other than his regular work schedule, he/she shall be guaranteed three (3) hours pay at the straight time or overtime rate whichever is appropriate in accordance with the other Articles of this Agreement. The starting time for an employee called out to work shall commence at the time of the call made to an employee, except when the employee does not report for duty within a reasonable amount of time.

19.02 It is understood that any call-in which starts prior to the regular shift and continues into the employee's regular shift, or holdover time worked immediately following the regular shift, shall not be eligible for the minimum as provided in Section 19.01, above.

ARTICLE XX LAYOFF AND RECALL

20.01 Members of any OPBA bargaining unit in the Trumbull County Sheriff's Department may be laid off or may have their position abolished only for lack of work or lack of funds.

20.02 In the event of a layoff or job abolishment situation, members of any OPBA bargaining unit in the Trumbull County Sheriff's Department will be laid off in accordance with their departmental seniority (last hired, first laid off).

20.03 A member of any OPBA bargaining unit in the Trumbull County Sheriff's Department who is laid off shall be subject to recall from lay off for a period of thirty (30) months.

20.04 A recall from layoff will be based upon departmental seniority (last laid off, first recalled).

20.05 Before any full-time employees may be laid off, all part-time and other employees, who perform any bargaining unit work, will be first laid off.

ARTICLE XXI HOLIDAYS

21.01 All full-time employees shall receive the following paid eight (8) hour holidays:

1. The first (1st) day of January
2. The third (3rd) Monday of January
3. The third (3rd) Monday of February
4. The last Monday of May
5. The fourth (4th) day of July
6. The first (1st) Monday of September
7. The second (2nd) Monday of October
8. The eleventh (11th) day of November
9. The fourth (4th) Thursday of November
10. The day after Thanksgiving
11. The twenty-fourth (24th) day of December
12. The twenty-fifth (25th) day of December

21.02 Any full-time employee who is required to work on any aforementioned holiday shall be paid at the rate of one and one-half (1.5) time, in addition to the Holiday pay of eight (8) hours.

21.03 Employees whose regularly scheduled days off fall on any designated holiday will receive eight (8) hours holiday pay in addition to their regular pay. Employees in Unit 4 may elect to receive their holiday pay in compensatory time. Employees in Unit 3 may elect to receive their holiday pay in contractually created holiday-compensatory time. Time banked per this option may only be used when its usage does not incur the payment of overtime and so long as the affected shift does not fall below one (1) above minimum for that shift. No more than eighty (80) hours of holiday – compensatory time may be accumulated.

21.04 Employees working overtime as defined in Article XVI on any aforementioned Holiday shall be paid double time in addition to their holiday pay of eight (8) hours.

21.05 Notwithstanding any other provisions in the Agreement, the Employer shall have the right to schedule any employee off on any of the aforementioned holidays listed in Section 21.01 herein provided the Employer gives the employee at least seven (7) calendar days advance notice. An employee who is scheduled off on said holidays shall still be entitled to the holiday pay of eight (8) hours.

ARTICLE XXII VACATION

22.01 Effective upon the date of execution of this contract, all employees after one (1) year of completed service with the Department shall be entitled to vacation with pay under the following schedule of consecutive service:

A. One (1) year of service, but less than seven (7) years: eighty (80) hours of vacation.

B. Seven (7) years of service, but less than thirteen (13) years: one hundred twenty (120) hours of vacation.

C. Thirteen (13) years of service, but less than nineteen (19) years: one hundred sixty (160) hours of vacation.

D. Nineteen (19) years of service, but less than twenty-five (25) years: two hundred (200) hours of vacation.

E. Twenty-five (25) years of service or more: two hundred forty (240) hours of vacation.

22.02 No employee shall be entitled to vacation pay and regular earnings during the same period.

22.03 Vacation time off is to be scheduled by the Employer which maximizes the utilization of personnel. Employees request for vacation must designate the specific dates being requested.

a. Vacation request shall be submitted during the time period of January 1 through January 15. The Employer shall determine the number of employees to be off on vacation at any one time. Such requests shall be awarded on the basis of seniority by January 20th of the applicable year. Vacation submissions during the above time period shall be awarded on the basis of seniority before any other time off requests (compensatory time, personal day) are awarded. Requests for vacation shall be granted so long as the affected shift does not fall below one (1) above minimum for that shift, unless that shift was scheduled below that number prior to any time off given.

b. Requests not submitted during the time period stated above shall be considered on a first come, first serve basis. Requests for vacation time shall be granted so long as the affected shift does not fall below one (1) above the minimum for that shift, unless that shift was scheduled below the number prior to any time off given.

22.04 Once vacation is approved it shall not be canceled, except that in the case of an emergency or disaster, the Sheriff may cancel any scheduled vacation, or a vacation may be canceled upon the mutual agreement of the Sheriff and the affected employee.

22.05 In the event of either a disapproved request or a canceled vacation, such employee may carry over earned, but unused, vacation leave from one year to the next, with a maximum of one (1) year accrual. Notwithstanding Section 2 herein, all unused vacation except the current year must be paid for by the end of that year.

ARTICLE XXIII PERSONAL DAYS

23.01 All employees shall be entitled to three (3) days of personal leave with pay per year. All personal days shall be taken only with the approval of the Sheriff or his designee and such approval shall not be unreasonably denied.

23.02 Requests for personal days will be in writing on forms provided by the Employer and normally submitted at least two (2) days in advance. The Employer must respond to the request in writing within two (2) working days after receipt of request.

ARTICLE XXIV SICK LEAVE

24.01 Employees shall earn sick leave at the rate of one hundred twenty (120) hours per year with no limitation on the number of sick hours earned that may be accumulated.

24.02 Sick leave shall be charged to any employee on the basis of actual time (hour by hour) absence due to illness. Any employee off sick more than three (3) consecutive scheduled working days shall be required to present a return to work form from a licensed doctor to a supervisor upon return to work. Failure to provide a requested return to work form upon the return to work shall constitute a forfeiture of the right to use sick leave for the absence. Untimely submissions are not acceptable.

24.03 Upon retirement, an employee shall, upon notifying the Employer in writing, be entitled to compensation in a lump sum for accumulated sick leave according to the following schedule:

(a) Thirty percent (30%) of all accumulated sick leave in excess of one (1) hour through Six Hundred fifty (650) hours, plus

(b) Forty percent (40%) of all accumulated sick leave in excess of Six Hundred Fifty one (651) hours through one thousand four hundred (1,400) hours, plus

(c) Fifty percent (50%) of all accumulated sick leave in excess of one thousand four hundred (1,400) hours through two thousand two hundred (2,200) hours, plus

(d) One hundred percent (100%) of accumulated hours in excess of two thousand two hundred (2,201) hours.

24.04 Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons set forth in Subsections 1, 4, 5 and 6. Bereavement/Funeral Leave shall be granted to an employee upon approval of the Employer for the reasons set forth in Subsections 2 and 3.

1. Illness or injury of the employee or a member of his/her immediate family.

2. Death of a member of his/her immediate family, limited to a maximum of twenty-four (24) hours, however, if the funeral of said immediate family member is more than two hundred (200) miles away but less than four hundred (400) miles, said employee shall be

entitled to eight (8) additional hours for a total of thirty-two (32) working hours. If the funeral of said family member is more than four hundred (400) miles away, said employee shall be entitled to sixteen (16) additional hours for a total of forty (40) working hours.

3. Death of a relative not a member of the immediate family is limited to eight (8) hours and shall only include aunt/uncle of 1st degree, cousins of the first degree, step child, step parent, brother-in-law and sister-in-law.

4. Medical, dental or optical examinations or treatment of employee of or member of his immediate family, which requires the employee, and which cannot be scheduled during non-working hours.

5. If a member of the immediate family if 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.

6. Pregnancy and/or childbirth and other conditions related hereto.

7. Additional bereavement days may be taken from the employee's sick-leave bank for immediate family without those days counting as an occurrence.

24.05 Definition of immediate family: parents, step-parents, grandparents, brother, sister, father-in-law, mother-in-law, spouse, child, step-child, grandchild, or any family member residing in the employee's household.

24.06 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 family member.

24.07 The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capabilities to perform the duties of the employee's position. The cost of such examination shall be paid by the Employer.

24.08 If the Employer determines, based upon all available medical evidence, that the employee is not qualified, the employee may be placed on Family Medical Leave pursuant to Article XXVI. Such determination, however, shall not be arbitrary or capricious.

24.09 If an employee has cause to use the bereavement/funeral leave, such leave shall not be deducted from sick leave or any other type of leave and the employee shall

provide either a copy of the death certificate or the public notice published in a newspaper and submit the same by attaching it to the form for leave upon returning to work. Said leave shall be taken for the purpose of attending the wake, the funeral and other services as well as performing other obligations occurring as a result of the death. Failure to provide the aforesaid written statement immediately upon return to work shall constitute a forfeiture of any right to use funeral leave. Untimely submissions are not acceptable.

24.10 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action, notwithstanding any other provision of this Agreement.

24.11 A. Use of sick leave, other than injury leave or leave utilized pursuant to FMLA, on four (4) or more occasions in any 12 month period, shall subject the employee to disciplinary action according to the following schedule:

Four (4) times	written caution letter
Five (5) times	one (1) day suspension
Six (6) times	ten (10) day suspension
Seven (7) times	Employer can implement discipline that it deems appropriate

B. An "occasion" for purposes of this Section shall mean an individual utilization of sick leave regardless of the number of hours involved (e.g., one (1) hour, one (1) day or five (5) consecutive work days would all be one (1) occasion of sick leave). Any time an employee reports back to work and begins working ends an occasion of sick leave. However, the first two (2) utilizations of sick leave for doctor appointments scheduled at least twenty-four (24) hours in advance and provided the employee takes no other sick day in conjunction with the doctors appointment, in any twelve (12) month period shall not be deemed an occasion, provided the employee returns to work with a physician signed form prepared by the Employer. Leaving work because of the employee's illness does not constitute an "occasion" for purposes of this section. This benefit shall be limited to two (2) times per calendar year.

C. Written cautions under this Section are not subject to the grievance procedure with the one (1) exception of the appropriate application of the grid (i.e., miscounting occasions to determine the appropriate level of discipline). In such cases a grievance may be processed through Step 2.

D. Discipline involving a suspension under this Section are grievable only through Step 2, except grievances where the sole issue involves the determinations listed in paragraph E below.

E. Discipline may be waived upon a showing of error in the application of this provision or satisfactory evidence that the occasion was a result of a bona fide, unpredictable or recurring medical condition necessitating the employee's absence and the employee submits medical documentation substantiating the same. The employee shall provide any forms required

by the Employer upon the first day of return to work. Failure to provide the required form on the first day of return to work shall result in subsequent absences as being treated as a separate occasion.

24.12 For each calendar quarter (i.e., January 1st through March 31st, April 1st through June 30th and July 1st through September 30th and October 1st through December 31st) that an employee does not utilize sick leave, the employee will be entitled to eight (8) hours of compensatory time.

24.13 Conversion of Sick Leave and Vacation

A. In lieu of a portion of the maximum severance pay allowance in Section 24.03 of this Agreement, employees who have a minimum of twenty-two (22) years of service credit with PERS-LE; who have attained forty-five (45) years of age, or who may otherwise qualify for retirement under the rules of PERS-LE, may request to convert the sick leave and vacation leave hours earned in each year of the three (3) years prior to retirement to paid wages.

B. Conversion of such leave shall be limited to a maximum of one hundred twenty (120) hours of sick leave per year and a maximum of two hundred forty (240) hours of vacation leave per year.

C. Sick leave hours converted in this manner shall be deducted on an hour for hour basis from the total number of severance hours outlined in Section A above.

D. Employees wishing to participate in this conversion shall submit a letter of intent to the Employer with the date of retirement confirmed and the date they wish the benefit to begin. The date to begin shall be the beginning of a pay period and a year shall include twenty-six (26) pay periods. Such letter of intent shall not be considered irrevocable, but in no circumstance may the employee participate in this conversion program more than once during the duration of employment.

E. Employees may elect to convert only one (1) or two (2) years of accumulation in the same manner.

The converted amounts shall be paid to the employee during each pay period of participation and the rate of compensation shall be at the employee's then current hourly rate of pay.

ARTICLE XXV LEAVE OF ABSENCE

25.01 The Employer may, at his discretion and upon the written request of an employee, grant a leave of absence without pay for a period not to exceed three (3) months.

25.02 Any employee on leave of absence shall not earn sick leave during this leave period, nor shall they be entitled to any holiday pay for any holidays falling within this leave, also, this leave shall not be used in computing time for vacation and seniority, nor shall the employee be entitled to any other benefits provided in this agreement.

25.03 No employee on leave of absence shall engage in any other employment during this leave, unless authorized by the employer. Such employee may at his/her own cost and expense maintain his/her insurance program(s) with the Employer during a leave of absence without pay, provided payment is made within the proper time frames established by the Employer. If it is found that a leave is not actually being used for the purpose for which it is granted, the Employer may cancel the leave and direct the employee to return to work by giving written notice to the employee.

25.04 An employee who fails to return to duty within three (3) days of the completion or cancellation of a leave of absence, without reporting to the Employer or his representative, shall be subject to disciplinary action up to and including termination.

25.05 Employees returning to work after such leave of absence shall be returned to their former positions provided that the former positions exists.

ARTICLE XXVI FAMILY MEDICAL LEAVE

26.01 Employees may request and be granted time off without pay pursuant to the Family Medical Leave Act of 1993. Such time off without pay shall not exceed twelve (12) weeks in any twelve (12) month period. Leave under this provision shall be computed when the employee starts taking time off from employment. During such leave the employee shall continue to receive health care insurance as contained in this Agreement.

26.02 The Employer may require an employee to use accrued vacation or accumulated sick leave which shall be inclusive of the twelve weeks of Family Medical Leave. The Employer shall not require an employee who has forty (40) hours or less of vacation and accumulated sick leave to exhaust such time which are separate banks of accumulated time under this article.

ARTICLE XXVII MILITARY LEAVE

27.01 All bargaining unit members employed by the Trumbull County Sheriff's Department, a political subdivision of the state, who are members of the Ohio National Guard, the Ohio Military Reserves, the Ohio Naval Militia, or members of other reserve components of the Armed Forces of the United States are entitled to a leave of absence from their respective duties without loss of pay for such time they are in the military service, on field training or active duty, for periods not to exceed thirty-one (31) days in any one calendar year, and not to exceed a maximum of one hundred seventy-six (176) working hours of paid leave.

27.02 The employee shall be required to submit to the appointing authority a copy of orders or a statement from the appropriate military commander as evidence of military duty or training. Unless extenuating circumstances exist, beyond the control of the affected employee, notification should be given at least thirty (30) calendar days prior to the date on which such duty or training will commence, to allow for scheduling adjustments.

27.03 The period of time served on military training duty shall not be arbitrarily charged to vacation, sick leave, or other types of paid leave. The employee may, at their option, use vacation time or other paid leaves, for any military duty in excess of thirty-one (31) days in any calendar year or will be granted a military leave of absence without pay for such period in excess of the thirty-one (31) days.

27.04 Employees returning to work after such leave of absence shall be returned to their former positions provided that the former positions exists.

27.05 Any employee on military leave shall not earn sick leave during this leave period, nor shall they be entitled to any holiday pay for any holidays falling within this leave, also, this leave shall not be used in computing time for vacation and seniority, nor shall the employee be entitled or earn any other benefits provided in this Agreement.

ARTICLE XXVIII HOSPITALIZATION AND INSURANCE

28.01 Health Insurance Fringes. The Employer shall continue to pay of the full cost of all hospitalization vision care program, drug prescription plan, dental care plan for all employees during the term of this contract at the level of benefits presently in effect or greater except for the following changes:

A. Annual "up-front" deductibles shall be $200.00 single subscribers and $400.00 family subscribers.

B. The Annual "maximum out of pocket" expense for each employee shall be $600.00 for single subscribers and $1200.00 for family subscribers.

C. Hospitalization and Physician Network (Preferred Provider Organization [PPO]) to include 80%/20% coinsurance with maximum annual "out of pocket" expense to be $600.00 for single subscribers and $1200.00 for family subscribers. Implementation of any PPO must include the ability for enrollment of new physicians.

D. Retail Prescription Drug co-pay of $10.00 per prescription if generic purchase, $25.00 per non-generic prescription within formulary and $50.00 for any prescription purchased outside of the formulary. Mail-order prescription drug co-pay $20.00 if generic purchase, $50.00 if preferred purchase and $100.00 if non-preferred purchase. Prescription co-pays shall not be applied to annual out-of-pocket maximums or deductibles.

E. Office visits/ER Co-payments. Fifteen Dollars ($15.00) office visit co-payment including Wellness and Preventive Care Programs (e.g. physical examinations, smoking cessation, etc.), office co-payments will not be applied toward the annual deductibles listed in A above but will be applied toward the annual "out of pocket" maximums listed in C above. $75.00 co-payment for Emergency Room visit. Emergency Room co-payments will not be applied toward the annual deductibles listed in A above, but will be applied toward the annual "out-of-pocket" maximums listed in C above.

F. Schedule of Benefits/Maintenance of Standards. To as great an extent as possible, the level of benefits shall remain as per the current plan design. The Employer shall maintain the schedule of benefits at the same or substantially the same level for the duration of this Agreement. No substantial change in benefit levels shall occur without first meeting with the Union and in accordance with Section 28.02 of Article 28.

G. Effective March 1, 2007 the employee share of health care premium shall be ten percent (10%) of the total premium.

The employee's share of the premiums shall be deducted from the employee's gross wage at one-half (1/2) of the total monthly amount due per bi-weekly pay period until the total monthly obligation is met.

H. The deductibles and co-payments listed above shall not be increased for the duration of this Agreement, however this restriction shall not apply to any Health Maintenance Plan (HMO) as may be offered by the Employer. The Employer shall make every effort to maintain current benefit and deductible levels for HMO participants within the constraints of the mandatory competitive bidding procedures, however the specifications for these bids while including all current and deductible levels shall not restrict or limit the bids to these levels.

28.02 Cost Containment and Advisory Committee. There shall be formed a Cost Containment and Advisory Committee (CCAC), whose function shall be to serve in an advisory capacity to the Employer on all matters pertaining to the Health Care and Wellness of Employees including, but not limited to:

A. Reviewing and forwarding comment to the Employer on all competitive bids received for Health Care prior to the Employer's formal acceptance of such bids.

B. Suggesting changes in coverages and plan design, but adhering to the language below.

C. Reviewing Health Care costs and forwarding advice and ideas on containing same.

This Committee shall be composed of one (1) representative from each Trumbull County Union having members who are subscribers to any of the Health Plans and two (2) representatives selected by the Employer. No change in Plan Design (e.g., Co-Pays, Premium Share, Deductibles, Coverages, etc.) may be proposed by either the Union(s) or Employer unless renewal costs for all coverages change by at least 30%, plus or minus. Further, the Employer will be obligated to re-bid the Hospitalization Plans, even in the midst of the normal three (3) year Health Plan Contract, if total costs for the plans escalate by 20% or more from current costs. This shall not prohibit the Employer from soliciting bids at any time the Employer deems as appropriate.

Any dispute between the parties relative to this section shall be resolved in the following manner:

A. Each party shall select one (1) representative to mediate the proposed plan design change, or other issues under this section.

B. The two (2) representatives will mutually agree on a neutral third representative.

C. The mediators will be given wide latitude in resolving issues under this section, and may:

1. Meet solely among themselves.
2. Hold a formal hearing.
3. Solicit exhibits and evidentiary materials.
4. Direct any witnesses to appear.

D. The decision of the mediators shall be rendered within thirty (30) days from the appointment of the three-member panel with the decision binding on all subscribers under the plans.

E. Any mandated change shall be implemented by the Employer and incorporated into the Plan or Plans on the first day of the next Plan year or via solicitation of competitive bids if more feasible.

28.03 Waiver of Coverage. During the enrollment period for the hospitalization plan of the employee and upon proof of alternative coverage, employees may elect to waive health care coverage provided by the Employer.

An employee who elects this option will receive a waiver payment of one hundred dollars ($100.00) per month for waiver of family plan and fifty dollars ($50.00) per month for waiver of single coverage for each month of non-participation in the plan. In the event the employee loses the alternative coverage and upon proof of cancellation he/she shall be immediately enrolled in the employer's normally provided health care plan. Other employees wishing to re-enroll in the normal health care plan shall only be permitted to do so during the annual enrollment period except in the case of coverage termination as outlined above.

In no case shall the provisions of this Section 3 apply to employees whose spouses participate in the same plan which is provided as a benefit of employment with any Trumbull County Agency or Department under the auspices of the Board of County Commissioners.

28.04 The Employer will provide and pay the full premium for all employees for a life insurance policy in the face value of thirty-five thousand dollars ($35,000.00).

28.05 Newly hired employees will not be entitled to any insurance benefits in this article until after completion of the first ninety (90) work days of their probation.

ARTICLE XXIX CONTINUATION OF BENEFITS

29.01 Eligible employees shall retain coverage under all County/Employer paid medical and life insurance programs in accordance with the following provisions:

a. The employee must have previously been enrolled in such programs in accordance with the requirements of the County/Employer and the provider, prior to going on an approved leave of absence; and

b. When an employee is granted an approved leave of absence without pay, and the period of the absence does not exceed thirty (30) calendar days; or

c. When an employee sustains an on-the-job injury and is approved for total temporary disability benefits through Ohio Worker's Compensation. This retention of coverage shall terminate upon an employee being approved for disability through the Public Employees Retirement System, upon being removed from Total Temporary Disability Benefits and/or status, or upon obtaining other employment.

29.02 An employee who remains on an approved leave of absence beyond the time limitations expressed in Section .01 above may elect to continue their health care coverage at their cost for a period not to exceed eighteen (18) months in accordance with the following provisions:

a. The continuation of coverage shall be the equivalent of the same coverage being provided to all other eligible employees;

b. The employee must notify the County/Employer and the plan administrator of their intent to continue coverage within sixty (60) days of the date of the event which would cause them to lose paid coverage;

c. The employee must provide timely payment of the required premiums in accordance with the requirements of the County/Employer and plan administrator.

29.03 Employee paid continuation of benefits shall not continue should any of the following occur:

a. The time period extends beyond the maximum time limitations provided herein;

b. The group health care plan is terminated;

c. The employee becomes covered under another group health care plan;

d. The employee becomes eligible for Medicare benefits.

29.04 An employee who sustains an on-the-job injury shall complete an injury report as required by the Employer and may apply for worker's compensation. Within ten (10) days of the employee's submission to the Employer of the injury report, required medical documentation and the application for worker's compensation, the Employer or designee shall initiate the required forms for processing. The provision shall not negate the Employer's right to challenge any application for worker's compensation benefits.

ARTICLE XXX EMPLOYEE LIABILITY COVERAGE

30.01 The Employer agrees to indemnify and defend from liability, through insurance or otherwise, any employee from actions arising out of the lawful performance of his/her sworn and/or official duties, pursuant to and to the extent provided in Chapter 2744 of the Ohio Revised Code.

30.02 In no event shall the Employer or its insurance carrier be required to provide legal representation or to pay any judgments where the employee acted outside the scope of his or her employment or official duties.

30.03 In no event shall the Employer or its insurance carrier be required to provide legal representation or to pay any judgments rendered against an employee as a result of a lawsuit where the employee was found to have engaged in wanton, malicious, or intentional misconduct.

ARTICLE XXXI CLOTHING ALLOWANCE

31.01 Effective upon execution of this agreement and each year thereafter, all newly hired probationary employees shall be issued a sufficient amount of clothing within thirty (30) days of his date of appointment.

31.02 All non-probationary sworn employees with more than one (1) year's departmental service shall receive an annual clothing allowance in the amount of Eight Hundred Seventy-Five Dollars ($875.00); Assistant Wardens shall receive Seven Hundred Dollars ($700.00); Corrections Officers shall receive Seven Hundred Dollars ($700.00). The clothing allowance shall be maintained in a separate account and shall be disbursed to an employee upon the presentation of a voucher. However, should the Employer learn that the vendor has not been paid, the Employer shall be entitled to reimbursement through payroll deduction.

31.03 The clothing allowance may be utilized for the purchase of any of the following required items:

1. hat;
2. shirts;
3. pants;
4. leather, ammunition for issued or Employer approved service weapon and approved service shotgun only;
5. handcuffs;
6. badges;
7. jackets and inclement weather wear;
8. shoes;
9. suits or other required civilian clothing;
10. and any other item Employer may require an employee to wear;
11. back-up weapon - one every four (4) years.

31.04 The employer shall provide soft body armor to sworn full-time employees who request the same. Employees who are issued soft body armor shall wear the body armor while on duty.

Failure to wear the body armor on duty shall constitute just cause for disciplinary action for insubordination. Employees wishing to cease wearing the body armor shall reimburse the employer for the purchase price of the armor. The employer shall replace up to eighteen soft body armor vests per year. The employer shall require each employee to obtain three (3) vendor bids on vests that meet NIJ Standard 0101.03. The employer shall select the lowest bid. Thereafter soft body armor vests shall be replaced every 5 years from the issuance of the vest to the employee.

31.05 Assistant Wardens shall be permitted to wear authorized summer uniforms at all times during the year.

ARTICLE XXXII COMPENSATION-DEPUTIES, SERGEANTS, LIEUTENANTS

32.01 Effective January 1, 2011, employees shall be compensated as follows:

Length of Service in Grade	Hourly Rate
Sergeants	$23.19
Deputy	
Start	$16.83
After one (1) year	$17.67
After two (2) years	$18.49
After three (3) years	$19.83
After four (4) years	$20.61
Lieutenant	$26.09

32.02 Effective January 1, 2012, employees shall be compensated as follows:

Length of Service in Grade	Hourly Rate
Sergeants	$23.19
Deputy	
Start	$16.83
After one (1) year	$17.67
After two (2) years	$18.49
After three (3) years	$19.83
After four (4) years	$20.61
Lieutenant	$26.09

32.03 Initially, payments in January, 2013, will be frozen until the wage re-opener to occur in the Summer (June), 2013, the result of which will dictate/determine the actual wage rate retroactively from January 1, 2013, through December 31, 2013.

ARTICLE XXXII COMPENSATION – ASSISTANT WARDENS

32.01 Effective January 1, 2011, employees shall be compensated as follows:

Length of Service in Grade	Hourly Rate
Assistant Warden	$21.33

32.02 Effective January 1, 2012, employees shall be compensated as follows:

Length of Service in Grade	Hourly Rate
Assistant Warden	$21.33

32.03 Initially, payments in January, 2013, will be frozen until the wage re-opener to occur in the Summer (June), 2013, the result of which will dictate/determine the actual wage rate retroactively from January 1, 2013, through December 31, 2013. This re-opener will be governed by the dispute resolution procedures set forth in ORC 4117.

32.04 Effective October 1, 2001, any employee assigned to the position of Detective shall receive a "Detective Differential" in the amount off One Hundred Dollars ($100.00) per month.

32.05 All full-time Correction Officers who are hired for the Road Division as a Trumbull County Sheriff's Department Road Deputy shall be placed at that level of compensation for a Road Deputy that is nearest to the level of compensation that the Corrections Officer was earning prior to being hired as a Road Deputy, provided that no Corrections Officer shall suffer any reduction in their hourly rate of pay as a result of being hired as a Road Deputy excluding any shift differential. However, no Road Deputy who was hired from the jail division shall be eligible for any further change in the level of compensation until such time as the requisite years of service as a Road Deputy have been completed.

32.06 Effective October 1, 2005, the Employer shall maintain a differential between the top paid Deputy and the Sergeant and the Sergeant and the Lieutenant in an amount of not less than 12.5%.

32.07 Hazardous duty pay: Assistant Wardens shall be entitled to hazardous duty pay as follows:

Effective October 1, 2005	$.12 per hour
Effective October 1, 2006	$.20 per hour
Effective October 1, 2007	$.30 per hour

Deputies, Sergeants and Lieutenants shall be entitled to hazardous duty pay as follows:

Effective October 1, 2005	$.14 per hour
Effective October 1, 2006	$.23 per hour
Effective October 1, 007	$.40 per hour

ARTICLE XXXIII ACTING SUPERVISOR

33.01 An employee who performs the duties and responsibilities of a supervisory position shall be compensated at the hourly rate of pay for the supervisory position for all full hours actually worked in that position.

ARTICLE XXXIV SPECIAL SCHOOLING

34.01 Employees of the Trumbull County Sheriff's Department required by the Employer to attend special schooling will be paid their regular rate of compensation but shall not exceed eight (8) hours per day, forty (40) hours per week.

ARTICLE XXXV PENSION

35.01 The Employer shall continue to make pension contributions as may be required by the appropriate state pension system and shall continue the current pension pick up except as may be modified below.

35.02 Effective October 1, 2002 the Employer shall pay an amount equal to eight and one-half percent (8.5%) of the employees gross wage, each pay period to the appropriate state pension system (i.e., eight and one-half percent (8.5%) of the employee's mandated total contribution).

ARTICLE XXXVI INJURY LEAVE

36.01 In the event an employee suffers a service connected injury while in the active discharge of duty, the employee shall receive his full pay not to exceed one hundred twenty (120) calendar days form the injury date provided the employee files for worker's compensation benefits. If an employee's claim is not filed or is disallowed by the Bureau of Workers' Compensation and/or Ohio Industrial Commission, then the employer is entitled to reimbursement by that employee.

The time an employee is required to be absent from active duty due to a work incurred injury shall not be deducted from his or her accumulated sick leave time, unless the claim is disallowed or the employee fails to file a claim for temporary total disability payments. If the application for benefits is approved by the Bureau of Workers' Compensation, the dollar amount of Workers' Compensation benefits received during such period of disability in compensation for loss of wages shall be turned over to the Trumbull County Sheriff's Department Payroll Account as a reimbursement.

36.02 This Article shall only apply if the Employer continues to participate in the State of Ohio Bureau of Workers' Compensation fund.

36.03 At any time the Employer shall have the right to require the employee to have a physical exam by a physician that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the injury was duty related.

36.04 Any employee on injury leave shall not earn sick leave during this leave period, nor shall they be entitled to any holiday pay for any holidays falling within this leave, also, this leave shall not be used in computing time for vacation, nor shall the employee be entitled to or earn any other benefits provided in this Agreement. However, an employee shall continue to earn seniority and longevity for the period of time described in 36.01 provided the duration of injury leave is less than one (1) year.

ARTICLE XXXVII VACANCIES AND PROMOTIONS

37.01 Vacancies in the position of Sergeant and Lieutenant shall be filled by promotional examination. No position shall remain vacant, unless abolished, or be filled on a temporary basis in excess of ninety (90) calendar days.

37.02 Each employee shall be eligible for promotion to the rank of Sergeant who has completed at least four (4) years of continuous service as a Road Deputy with the Trumbull County Sheriff's Department as of the date of the posting of the vacancy. Each employee shall be eligible for promotion to the rank of Lieutenant who has completed at least two (2) years of continuous service as a Sergeant with the Trumbull County Sheriff's Department. The vacancy for which promotional appointments shall be made will be posted a period of seven (7) days. All employees who want to be considered for the promotion shall submit an application to the Employer within the seven (7) day posting period. Such applications will be available at the Employer's personnel office.

37.03 All examinations for promotions shall be competitive and in writing. Credits for efficiency/performance, seniority in service and education shall be added to the examination grade, but no credit for efficiency/performance, seniority or education shall be added unless the applicant achieves at least the minimum passing score of seventy (70) percentage points on the examination without counting such extra credit.

37.04 The credit for seniority shall be determined as follows:

a) Each full year of the first four (4) years of service one (1) percentage point.

b) Each full year of the next twenty (20) years of service six tenths (6/10) of one (1) percentage point.

37.05 The credit for efficiency/performance shall be determined by assigning a numerical value to a performance evaluation of the employee conducted by the employee's immediate supervisor. Upon receipt of an employee's application, the Employer shall cause the employee's immediate supervisor to complete an employee performance evaluation. If an employee has more than one (1) immediate supervisor, then all such supervisors shall complete an evaluation on the subject employee. If the subject employee has not served under the employee's present immediate supervisor for more than sixty (60) days prior to the date of application, then the Employer shall cause the immediate supervisor(s) prior to such sixty (60) day period, to complete the performance evaluation. If multiple evaluations are submitted because the applicant has more than one (1) immediate supervisor, then the evaluation shall be averaged for that applicant. The range of these numerical values shall be from zero (0) to one hundred (100). Five percent (5%) of the value of the individual performance evaluation will be added to the score in the promotional examination. A uniform method of scoring such ratings shall be used for all persons for any given promotional examination.

37.06 The credit for education shall be determined as follows:

(a) One (1) college credit hour to one (1) hour below the amount of college credit hours to qualify for an associate degree - one (1) percentage point.

(b) An associate degree from an accredited college or university - two (2) percentage points.

(c) A bachelor's degree from an accredited college or university - four (4) percentage points.

(d) A master's degree from an accredited college or university - six (6) percentage points.

(e) Credit for Military Service – maximum two (2) percentage points for Honorable Discharge with presentation of DD-214.

a. Reserve Time – Honorable Discharge or successful completion of initial enlisted commitment (maximum military credit is two (2) percentage points).

Each employee shall submit a certified transcript from the college or university demonstrating the employee has completed the requisite hours or degrees. Such transcript shall be submitted to the Employer prior to the promotional examination. Transcripts need only be supplied once to the Employer and shall become part of an employee's personnel file.

37.07 Each employee applying for the promotional examination shall be provided by the Employer with all study materials necessary to prepare for such examination at least forty-five (45) days prior to the conducting of said examination.

37.08 The examination shall only consist of questions derived from the Trumbull County Sheriff's Department Rules and Regulations, the collective bargaining agreement for the units of Road Deputies, Sergeants and Lieutenants, the Ohio Revised Code as it pertains to the duties of a Deputy Sheriff, and the course material utilized by the Ohio Police Officer Academy Training Course which is necessary to acquire and/or maintain an active Ohio Peace Officer's certification. The examination shall consist of no more than two hundred (200) nor less than one hundred and fifty (150) multiple choice questions.

37.09 The ranking grade of an applicant shall be determined by adding to the passing score obtained on the written examination additional points for seniority as provided in Section 37.04, credit for efficiency as provided in Section 37.05, and education as provided in Section 37.06. All extra points for addition to the passing test score shall be given to the director of the bargaining unit of Road Deputies or Sergeants, whichever is applicable and the Sheriff's designee for addition to the test score.

37.10 The director for the bargaining unit of Road Deputies or Sergeants, whichever is applicable, and the Sheriff's designee shall provide the Employer with a list of names of three (3) persons having the highest ranking grade. The Employer shall then conduct a performance evaluation of the three (3) employees on the list, a review of the listed employees' personnel files, and conduct a personal interview with each of the employees. The performance evaluation shall consist of a review of the promotional application, work record of the employee including citizen complaints, absences not verified by a physician's slip or granted by the Employer and discipline administered within the last two (2) years from the date of review. Job initiative and the quantity and quality of the employee's work shall also be reviewed by the Employer. The Employer shall, upon his review of the above mentioned materials, assign between 0-7 percentage points to be added to the Applicant's ranking grade. The Employer shall then immediately fill the vacancy by selecting the person with the highest final grade. If more than one (1) vacancy has occurred in the same position (rank) then the Director of the bargaining unit of Road Deputies or Sergeants, whichever is applicable, and the Sheriff's designee shall provide the Employer with an additional name, who has the next highest ranking grade, for each additional vacancy that exists.

37.11 The term of eligibility of each list established by the Director of the bargaining unit of Road Deputies or Sergeants, whichever is applicable, and the sheriff's designee shall be fixed for a period of two (2) years from the date the list is compiled. The eligibility list shall consist of all those employees who passed the written examination together with the additional points provided in this Agreement. The list shall be in order from the highest ranking grade to the lowest ranking grade.

ARTICLE XXXVIII APPLICATION OF STATE CIVIL SERVICE LAW

38.01 Except for the conduct and grading of civil service examination, the rating of candidates, establishment of eligible lists from the examinations, and the original appointments from the eligible lists - all of which are prohibited topics of bargaining under 4117 O.R.C. - no Section of the Ohio Revised Code shall apply to employees in the bargaining units where such issue is addressed by an Article or Section of this Agreement. If the issue is not addressed by the Agreement, then state civil service laws apply.

38.02 It is fully understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to matters covered by this Labor Agreement. However, this Section is not intended to remove any bargaining unit employee from their classified civil service status.

ARTICLE XXXIX CONFLICT AND AMENDMENT

39.01 Should any provision or provisions of the Agreement be invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction or found to be in conflict with the state and federal laws, all other provisions of this Agreement shall remain in full force and effect.

39.02 Should any provision or provisions of the Agreement be invalidated as outlined above and upon written request by either party, the parties shall meet within thirty (30) days to discuss the impact and to consider modification of the invalidated provision or provisions.

39.03 This Agreement may not be amended during its term except by mutual agreement. Either party may propose an amendment or amendments by so certifying, in writing, to the other party. Negotiations on the proposed amendment or amendments shall commence within thirty (30) days of such notification. If no settlement is reached, the provisions of the Agreement shall remain in effect.

ARTICLE XLI DURATION OF AGREEMENT

41.01 This Agreement shall become effective upon execution and shall remain in full force until December 31, 2013.

41.02 If either party desires to renew, modify, or amend this Agreement, it shall give written notice of such intent no earlier than ninety (90) days prior to the expiration date, nor later than sixty (60) days prior to the expiration date of this Agreement, such notice shall be made by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

41.03 The parties acknowledged that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. 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 referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either party at the time they negotiated or signed this Agreement. This provision does not foreclose grievances based on past established practices by either party.

ARTICLE XLII OVERTIME DISTRIBUTION

42.01 Overtime scheduling as determined by the Employer, which is caused by an employee who gives twenty-four (24) hours or less notice of his absence shall be rotated on the basis of seniority among employees working on the shift immediately preceding the shift which the Employer deems short of manpower for up to a maximum of eight (8) hours of that shift and the remaining time of the shift deemed by the Employer to be short of manpower shall be rotated on the basis of seniority among employees working the shift immediately subsequent to the shift deemed by the Employer to be short of manpower. If the Employer is unable to fill a vacancy, that it deems short of manpower, pursuant to the provisions above, then the Employer shall fill the vacancy according to an overtime equalization list to be maintained in each division.

42.02 If the Employer determines a shift to be short of manpower where the Sheriff has more than twenty-four (24) hours notice, the overtime shall be rotated on the basis of seniority to employees in that division.

42.03 The distribution of overtime procedure outlined in this Article above shall only be used for the first forty (40) hours of overtime each month in each division, i.e., (1) Road Division; (2) Jail Division; and (3) Court Security/Civil Division. If during any calendar month, one or more of the aforementioned divisions reaches or exceeds forty (40) hours of overtime, then the Employer, notwithstanding any other provision in this Agreement, may distribute overtime in any manner as it deems best, in the Sheriff's sole discretion, including the use of Reserve Officers. However, should the Sheriff, in his sole discretion, utilize bargaining unit employees after the forty (40) hour cut-off, the distribution of the overtime shall be pursuant to the procedure outlined in this Article.

42.04 If overtime is improperly assigned through a mistake of the officer in charge for overtime call-out, then the remedy shall be limited to advising the employer and advancing the employee who was not properly given the overtime to the top of the rotational list and placing the employee who got the improper overtime to the bottom of the list.

ARTICLE XLIII SHIFT DIFFERENTIAL

43.01 Employees required to work the afternoon or the midnight shifts will be compensated in addition to their regular pay at the rate of twenty cents ($.20) per hour for afternoon and thirty cents ($.30) per hour for the midnight shift. Any employees who work any part of the afternoon or midnight shift will be compensated at the appropriate differential rate for all hours worked in addition to their regular pay.

ARTICLE XLIV LONGEVITY

44.01 Effective October 1, 2001 all employees shall receive a longevity payment after five (5) full years of service at the rate of Four Dollars ($4.00) per month for each full year of service.

44.02 Longevity payments shall be made in a lump sum on the basis of the completion of a full year of service on December 1st of each year.

44.03 Longevity Equity Adjustment. All bargaining unit employees, after execution of the Agreement and during January, 2012, shall receive the following one (1) time, lump sum longevity, equity payment as follows:

Bargaining unit members with 0 to 5 years Sheriff's Office seniority	$	275.00
Bargaining unit members with 6 to 10 years Sheriff's Office seniority	$	500.00
Bargaining unit members with 11 to 15 years Sheriff's Office seniority	$	900.00
Bargaining unit members with 16 to 20 years Sheriff's Office seniority	$	1,200.00
Bargaining unit members with 21 plus years Sheriff's Office seniority	$	1,500.00

ARTICLE XLV HEALTH AND SAFETY

45.01 The Employer agrees to take reasonable steps to maintain safe working conditions of all facilities, vehicles, and equipment furnished by the Employer to carry out the duties of each bargaining unit position. Employees shall report all unsafe working conditions to the Employer.

45.02 The Employer agrees to take reasonable steps to provide adequate first-aid equipment as it determines necessary.

45.03 Any employee involved in a use of deadly force or in a situation involving a death while in the performance of their duties shall have immediate access to a psychologist or psychiatrist for post-shooting trauma counseling at no cost to the employee. The Employer shall assign the psychologist or psychiatrist of his choice.

45.04 Employer shall make a reasonable effort, at Employer's expense, to approve annual training in amounts greater than that required by minimum state standards. Subject matter to be approved by the Employer.

ARTICLE XLVI DISCIPLINARY PROCEDURE

46.01 This procedure shall only apply to all non-probationary employees covered by this Agreement.

46.02 All employees shall have the following rights:

A. An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure.

B. No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, at least thirty (30) days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.

C. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

46.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the terms of this Agreement and the employee's employment shall be terminated.

46.04 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible.

46.05 Where the Employer seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

46.06 Discipline shall not be implemented until either:

1. the matter is settled; or

2. the employee fails to file a grievance within the time frame provided by this procedure; or

3. the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.

46.07 The Notice of Discipline served on the employee shall be accompanied by written statement that:

1. the employee has a right to object by filing a grievance within five (5) days of receipt of the Notice of Discipline;

2. The Grievance Procedure provides for a hearing by an independent arbitrator as its final step;

3. the employee is entitled to representation by a Union representative at every step of the proceeding.

46.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in Section 46.12, until the matter is settled or the arbitrator renders a decision.

46.09 The following administrative procedures shall apply to disciplinary actions:

A. The Employer, the employee involved, and the Union are encouraged to settle disciplinary matters informally. All parties shall extend a good faith effort to settle the matter at the earliest possible time. The Employer is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the Employer may offer a proposed disciplinary penalty. The employee must be advised before meeting that she/he is entitled to representation by the Union during the initial discussion.

B. If a mutually agreeable settlement is not reached at this informal meeting the Employer will, within five (5) days, prepare a formal Notice of Discipline and present it to the employee and the Union. If no informal meeting is held, the Employer may just prepare a Notice of discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.

C. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the Employer, pursuant to Step 2 of the Grievance Procedure. The appeal must be filed at Step 2 within five (5) days from receipt of the Notice of Discipline.

46.10 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights shall be deemed waived.

46.11 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative or to decline any such representation. In the event any employee declines Union representation, the Union shall have a right to be present. A settlement entered into by an employee or the Union on his behalf, shall be final and binding on all parties. The Union shall be notified of all settlements.

46.12 An employee may be suspended with pay at any time during the process. If the Employer, at its sole discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations, a suspension without pay may be imposed concurrent with or subsequent to the decision at Step 2 of the Grievance Procedure.

46.13 The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g. suspensions, demotion or discharge) to any Civil Service Commission or State Personnel Board of Review.

ARTICLE XLVII DRUG TESTING

47.01 Drug screening/testing may be conducted at times of pre-employment and upon reasonable suspicion by the Sheriff. In addition, the Sheriff will contract with a collection contractor to perform the periodic selection of employees from the employment pool (Sheriff Office employees) to be tested (random testing). This testing entity will ensure that all employees have an equal statistical likelihood of being selected for random testing.

47.02 Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceeding. Under no circumstances may the results of drug screening or testing be released to a third party. The following procedure shall not preclude the Employer from other administrative action.

47.03 All drug screening tests shall be conducted by medical laboratories or persons licensed by the State of Ohio. The procedure utilized by the test law or person shall include a chain of custody procedure and mass spectroscopy confirmation of any positive initial screening.

47.04 Drug screening tests shall be given to employees to detect the illegal use of a controlled substance as defined in Sections 3719.02 and 4729.02 O.R.C. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by the gas chromatography-mass spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his choosing, at his expense. This test shall be given the same evidentiary value as the two previous tests.

47.05 Upon the findings of positive test results for an illegal controlled substance by the chemical tests, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, the Employer shall require the employee to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and personal days for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic retesting at the direction and discretion of the Employer upon his return to position. Any employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.

47.06 If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program or rehabilitation, or if he tests positive at any time within two (2) years after

his return to work upon completion of the program of rehabilitation, such employee shall be subject to termination of employment with no recourse to the Grievance Procedure. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the Employer. For the purpose of this Article, "periodic" shall mean not more than six (6) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use.

47.07 A. No drug testing shall be conducted without the authorization of the Employer. If the Sheriff orders, the employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to a toxicology testing after being ordered to do so shall result in termination of employment.

B. The employee shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

47.08 All random drug screening/testing that is conducted at the Sheriff's discretion will be subject to the procedures and methodologies described below:

a. All bargaining unit employees will be subject to a random test each year out of the pool of all Sheriff's Office OPBA represented active employees. Such testing shall not exceed eighteen (18%) percent of this pool.

b. The Sheriff will contract with an independent third party to provide random selection services through the use of a computerized random number generation program. To maintain confidentiality of the process, the third party contractor will exclusively have contact with the Sheriff's Personnel Director for purposes of notifying selected employees that they have been assigned to be tested.

ARTICLE XLVIII (EAP) EMPLOYEE ASSISTANCE PROGRAM

48.01 The Employer agrees to attempt to rehabilitate employees who are first time drug and/or alcohol abusers. Employees will not be disciplined or discharged without first being offered the opportunity of receiving treatment for such abuse. If the employee fails to properly and fully participate in and complete a treatment program approved by the Employer or after the completion of such program, the employee is still abusing or resumes abusing such substances the employee shall be discharged.

48.02 Employees may voluntarily utilize this program with or without referral. Such voluntary use shall not be the sole basis for adverse disciplinary action. Leaves of absence without pay may, at the Employer's discretion, be granted in coordination with the EAP. All employee dealings with the EAP shall be strictly confidential.

48.03 This Article shall not operate to limit the Employer's right to discipline or discharge an employee for actions committed by the employee as a result of substance abuse or otherwise. Participation in the EAP shall not limit the Employer's right to impose such disciplinary (or discharge) actions. An employee's participation in the EAP does not operate to waive any other rights granted to him by this Agreement.

ARTICLE XLIX TUITION REIMBURSEMENT

49.01 The Employer will provide tuition reimbursement for college accredited courses, including graduate level courses , related to the employee's job duties as approved by the Employer, taken by employees covered under this Agreement, provided that the following conditions apply:

A. The tuition of three (3) courses per quarter or semester will be reimbursed as follows:

(1) Upon obtaining a grade point average of 4.00 per quarter or semester up to a maximum of seventy-five percent (75%) of the total tuition.

(2) Upon obtaining a grade point average of 3.00 per quarter or semester up to a maximum of fifty percent (50%) of the total tuition.

(3) Upon obtaining a grade point average of 2.00 per quarter or semester up to a maximum of twenty-five percent (25%) of the total tuition.

B. The employee must obtain a passing grade in each class in order to receive reimbursement and correspondence classes shall not be eligible for reimbursement.

ARTICLE L EXECUTION

50.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, _____.

FOR THE TRUMBULL COUNTY COMMISSIONERS AND TRUMBULL COUNTY SHERIFF

COMMISSIONER FRANK S. FUDA

COMMISSIONER DANIEL E. POLIVKA

COMMISSIONER PAUL E. HELTZEL

SHERIFF THOMAS L. ALTIERE

AS TO FORM:

DENNIS WATKINS, TRUMBULL COUNTY PROSECUTOR

FOR THE OPBA:

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

You are hereby notified that the Sheriff proposes to take the following disciplinary action against you:

_____

_____

_____

_____

_____

You have certain rights regarding the appeal of the above proposed disciplinary action.

Please read the attached information regarding these rights.

_____
SHERIFF

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To The Employee:

This form must be returned within five (5) days to the Sheriff if you want to appeal the proposed disciplinary action.

_____ I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE

_____ I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING REASONS:

_____

_____

_____

_____

_____

_____

_____

_____

(If more space is needed, attached extra sheets of paper)

Signature:_____ Date:_____
Approved: Date:_____

Sheriff's Signature:_____

EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the labor contract you have rights as listed below. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.

If, after reading your rights and discussing the matter with your Union representative, or Union attorney, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to the Sheriff.

If you disagree with the discipline, you should state your reasons in writing in the space provided below and return this form to the Sheriff within five (5) days of receipt of the Notice of Discipline.

RIGHTS

1. You are entitled to representation by a Union Representative, or Union attorney at each step of this procedure.

2. You have the right to object to the proposed discipline by filing a disciplinary grievance within five (5) days of receipt of the proposed discipline with the Sheriff.

3. If you file your objections, the Sheriff will schedule a formal meeting within ten (10) days of receipt of this form to discuss the matter. You may have representation at this meeting.

4. The Sheriff will report his decision within ten (10) working days following the close of the hearing.

5. You will have five (5) days after receipt of the Sheriff's decision in which to appeal the decision pursuant to the Grievance Procedure.

6. No recording will be made of discussions or questioning unless you are informed and are provided a copy of the transcript or record within at least thirty (30) days prior to the date of the arbitration. Cost of the record or transcript shall be paid by the party requesting the copy of the transcript.

7. The cost of the arbitrator will be paid by the losing party.