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FINAL AGREEMENT

BETWEEN

THE TUSCARAWAS COUNTY SHERIFF

AND

FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.

911 TELECOMMUNICATOR

2011-MED-06-0954

Effective December 19, 2011,
through December 18, 2014

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PURPOSE

This agreement, by and between and the Tuscarawas County Sheriff, hereinafter referred to as the "Employer," and the Fraternal Order of Police/Ohio Labor Council, Inc. (FOP/OLC), hereinafter referred to as the "Union," is established for the purpose of defining the full and complete understanding governing wages, hours, and the terms and conditions of employment for the bargaining unit employees defined herein.

ARTICLE 1
UNION RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive representative for the bargaining unit employees. Wherever used in this agreement, the term "bargaining unit" shall be deemed to include those individuals employed full-time in the following classification:

Telecommunicator

Section 2. Notwithstanding the provisions of this article, all management-level employees, professional employees, students, and supervisors, as defined in the Act, including the Executive Assistant, Telecommunicator Supervisor/Trainer, Map Technician, and all other employees, shall be excluded from the bargaining unit.

Section 3. The Employer will advise the Union of any proposed new classification(s) and the responsibilities of said classification(s), and agrees to meet and confer with the Union regarding inclusion of any such new classification in the bargaining unit. If the Union and the Employer are unable to agree whether said classification shall be included in the bargaining unit, the parties agree to jointly file a petition for amendment of certification with the State Employment Relations Board (SERB) pursuant to their rules and regulations solely to determine whether said classification(s) shall be included in the bargaining unit.

ARTICLE 2
MANAGEMENT RIGHTS

Section 1. Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the Tuscarawas County Sheriff's Office in addition to all other functions and responsibilities which are required by law. Specifically, the Employer's exclusive management rights include, but are not limited to, the following;

A. to manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause and to maintain order among employees;

B. to promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;

C. to manage and determine location, type, and number of physical facilities, equipment, programs, and the work to be performed;

D. to determine the Office's goals, objectives, programs, and services, and to utilize both internal and external personnel in the manner designed to effectively meet these purposes;

E. to determine the size and composition of the work force and the number of shifts required, to establish work schedules and hours of work, to establish, modify, or abolish jobs (or classifications), and to determine staffing patterns, including but not limited to the assignment of employees, duties to be performed, qualifications required, and areas worked;

F. to determine when a job vacancy exists and the standards of quality and performance to be maintained;

G. to determine the necessity to schedule overtime and the amount required thereof;

H. to maintain the security of records and other pertinent information;

I. to determine the overall budget;

J. to maintain and improve the efficiency and effectiveness of the Employer's operations; and

K. to determine and implement necessary actions in emergency situations.

Section 2. The Ohio Labor Council recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein shall remain the exclusive function of the Employer.

ARTICLE 3
NON-DISCRIMINATION

Section 1. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union. The Employer and the Union will not discriminate against any employee on the basis of age, gender, race, color, religion, national origin, disability, military status, and/or genetic history.

Section 2. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

Section 3. The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 4. All references to employees in this agreement designate both sexes, and wherever a gender is used, it shall be construed to include male and female employees.

ARTICLE 4
WORK RULES

Section 1. Work rules as defined in this section shall be those policies, procedures, and directives which regulate the operations and the conduct of employees in the performance of the Employer's services and programs. New work rules affecting bargaining unit employees formulated after the effective date of this agreement shall be reduced to writing and made available to the Union and distributed to all bargaining unit employees no less than seven (7) work days before implementation, unless an emergency situation prevails, in which case it becomes effective immediately, and may be, at the request of either party, a proper subject of a labor/management meeting.

Section 2. It is agreed and understood that the Employer shall have the right to revise and/or initiate work rules with respect to the conduct of its employees. The Employer agrees that no work rule shall be in conflict with the provisions of this agreement.

Section 3. A copy of the agency's work rules outlined in Section 1 herein shall be made available to all bargaining unit employees.

ARTICLE 5
PROBATION PERIODS

Section 1. New full-time employees hired after October 2, 2002, will be required to successfully complete a probationary period. The new hire probationary period shall begin the first day/shift the employee receives the training hourly rate of pay and such period shall continue for a period of one (1) calendar year. Probationary employees may be removed during their initial probationary period without appeal rights through the grievance procedure contained herein. After a period not to exceed three (3) months following the beginning of the aforementioned probationary period, upon the sole determination of the Employer/designee, the newly hired employee shall assume the full duties of the Telecommunicator and be paid the starting rate of said classification.

Section 2. A probationary employee who has lost work time due to a non-job-related illness or injury shall have his probationary period extended by the length of the illness or injury absence.

ARTICLE 6
DUES DEDUCTION/FAIR SHARE FEE

Section 1. The Employer agrees to deduct FOP/OLC membership dues, fees, and assessments in accordance with this article for all employees eligible for membership in the bargaining unit.

Section 2. The Employer agrees to deduct regular FOP/OLC membership dues once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct FOP/OLC dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of membership dues, fees, or assessments. The FOP/OLC 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 FOP/OLC, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP/OLC.

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

Section 5. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of FOP/OLC dues.

Section 6. The parties agree that neither the employees nor the FOP/OLC shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the FOP/OLC dues deduction would normally be made by deducting the proper amount.

Section 7. The rate at which dues, fees and assessments are to be deducted shall be certified to the Employer by the Treasurer of the FOP/OLC annually. One (1) month advance notice must be given to the Employer prior to making any changes in an individual's dues, fees, or assessment deduction.

Section 8. Each eligible employee's written authorization for dues, fees and assessment deduction shall be honored by the Employer for the duration of this agreement, unless the eligible employee verifies in writing by certified mail to the Employer and the FOP/OLC that the check-off authorization has been revoked, at which point the dues, fees and assessment

deduction will cease to be effective the pay period following the pay period in which the written deduction revocation was received by the Employer.

Section 9. Fair Share Fee. Membership in the Union shall be voluntary, and no employee shall be required to become or remain a member of the Union as a condition of employment with the Employer. Employees hired after October 2, 1999, who choose not to join the Union, shall pay a fair share fee to the Union commencing upon completion of sixty (60) days of service in the bargaining position.

Section 10. Fair share fees shall be deducted automatically from paychecks of employees subject to said fees, without the necessity of prior written authorization. No fair share fees shall be deducted until such time as all employees, and the Employer, have been presented with a copy of the Union's rebate and challenge procedure and a copy of the basis for the establishing of the fair share fee. The Union must also provide for alternative fee payments to charitable funds by those conscientious objectors who are members of a bona fide religion or religious body which historically or by its tenets object to financial support of employee organizations.

Section 11. Fair share fees shall be equal to dues paid by Union members in the prior agreement year, less any non-chargeable expenditures. Non-chargeable expenditures are those fees used to support partisan political activities, ideological and social causes, and any other activities not germane to the realm of collective bargaining. The Union must annually provide to all employees and the Employer a certification specifying the major categories of expenditures of the Union, and establishing the proportionate amount of chargeable and non-chargeable expenditures.

Section 12. The challenge procedure referred to in Section 10 of this article shall include appeal to an independent umpire appointed by the American Arbitration Association pursuant to the Association's "Rules for Impartial Determination of Union Fees," effective June 1, 1986. Challenges by fee payors must be affected within sixty (60) calendar days of initial imposition of the fee or any change in the fee. The Union shall provide for the escrow of any fees in dispute. All costs related to the challenge of disputed fees, except representational costs of the objector, shall be paid by the Union.

Section 13. It is the intent of the parties that this article comply with state and federal law currently in existence or developed in the future.

Section 14. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer hereunder.

ARTICLE 7
UNION REPRESENTATION

Section 1. Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the grievance procedure shall be known as Associates.

Section 2. The Employer, except in isolated cases of emergency and upon an advance notice, agrees to admit not more than two (2) non-employee Union representatives to the Employer's facility during the Employer's normal office business hours. Upon entering, such non-employee Union representatives shall identify themselves to the Employer or his designated representative. Non-employee Union representatives shall be admitted for the purposes established herein and shall only be permitted in the areas of the facility designated by the Employer or his designated representative.

Section 3. The Union shall provide to the Employer a list of associates who shall be present in the absence of the Union Staff Representative and the names of the representatives of the Fraternal Order of Police, Ohio Labor Council, which is to be kept current at all times and shall include the following:

1. Name
2 Address
3. Home telephone number of the associate

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection.

Section 4. The Employer shall recognize three (3) employees to act as the Labor Council associates. For purposes of this agreement, appropriate Union business where an associate may be involved is defined as:

A. representation of an employee at any step of the grievance procedure;

B. representation of an employee at a disciplinary conference; and,

C. attendance at meetings between the Union and the Employer where their attendance is requested.

Section 5. The investigation and writing of grievances shall be on non-duty time.

If grievance hearings are scheduled during an employee's regular duty hours, the employee (grievant and/or the associate) shall not suffer any loss of pay while attending the hearing. An employee who is required to attend a grievance hearing as a witness for the Sheriff may be compensated in accordance with Article 23, Call-In Pay, when applicable.

Section 6. Rules governing the activity of the Union representatives are as follows:

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

2. The Union shall not conduct Union activities in any work area without notifying the supervisor in charge of that area of the nature of the Union activity.

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

4. A Union employee official abusing the rules of this section shall be subject to disciplinary action.

ARTICLE 8
NO STRIKE/NO LOCKOUT

Section 1. The Employer and the Union recognize that a strike would create a clear and present danger to the health and safety of the public and that the agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

> During the term of this agreement, the Union shall not authorize, cause, engage in, sanction or assist in any sick call work stoppage, strike, sympathy strike, or slowdown which affects the Employer or his operations. Should any employee(s) engage in a sick call work stoppage, strike, sympathy strike or slowdown, the FOP/OLC will promptly do whatever it can to prevent or stop such unauthorized acts, including the preparation of a letter addressed to the Employer stating "the strike action is not sanctioned and all employees should return to work immediately," signed by the ranking Union officer of the local.

Section 2. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 1 of this article, are subject to discipline or discharge by the Employer. Disciplinary action taken in accordance with the provisions of this article shall not be subject to the grievance procedure article.

Section 3. During the term of this agreement, the Employer shall not cause, permit or engage in any lockout of its employees unless those employees shall have violated Section 1 of this article.

Section 4. Nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 9
CORRECTIVE ACTION

Section 1. No employee shall be disciplined, reduced in pay/position, suspended, discharged, or removed except for just cause.

Section 2. Except in instances wherein an employee is found guilty of serious misconduct, discipline will be applied in a corrective, progressive, and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's work record.

Section 3. Whenever the Sheriff determines that an employee's misconduct may result in a suspension, reduction, or termination of employment, a meeting will be held to give the employee an opportunity to provide an explanation of the alleged conduct. The employee will be notified at least twenty-four (24) hours prior to the meeting of the charges that are pending. The employee may elect to waive this meeting by providing a written notice to the Sheriff.

Section 4. The Sheriff shall normally conduct the meeting; however, in the event the Sheriff is unavailable to conduct the meeting, an individual appointed by the Sheriff shall conduct the meeting. Those attending the meeting will include the affected employee, the associate/staff representative, when requested by the employee, and the affected employee's immediate supervisor. No meeting shall be delayed/postponed more than one (1) work day due to the availability of the Union staff representative.

Section 5. The individual conducting the meeting will present the charges regarding the incident and allow those in attendance to respond. The affected employee shall be given the opportunity to be the first respondent.

Section 6. The individual who conducted the meeting, if different from the Sheriff, shall advise the Sheriff of all information received and discussed at the meeting. The Sheriff shall decide what discipline, if any, shall be imposed and provide a written notice to the affected employee of such action no later than two (2) work days following the meeting.

Section 7. Records of disciplinary action shall cease to have full force and effect for internal office purposes (i.e., discipline and promotions) according to the following schedule, provided there have been no intervening disciplinary actions taken during the same time period:

Oral Reprimand	12 months
Written Reprimand	18 months
Suspension, Discharge	30 months

Section 8. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

Section 9. Any disciplinary action imposed by the Employer on a non-probationary employee will be subject to appeal through the grievance procedure contained herein at the option of the affected employee. Any disciplinary action imposed on a probationary employee is not appealable through the grievance procedure.

Anonymous complaints without corroborative evidence shall not be the basis of any disciplinary action; however, the Sheriff reserves the right to investigate any complaint and to

question a bargaining unit employee regarding any complaint, including an anonymous complaint.

ARTICLE 10
PERSONNEL RECORDS

Section 1. Every employee covered by this agreement shall be allowed to review his personnel file during regular business hours upon request to the Sheriff and in the presence of the Sheriff or his designated representative. It is understood and agreed that the actual review shall not unreasonably disrupt the duties and responsibilities of the employee. The Employer shall not be obligated to compensate an employee who schedules his/her review during hours outside of his/her normal daily work shift. It is recognized by the parties that the Employer may prescribe regulations for custody, use, and preservation of records, papers, and documents pertaining to bargaining unit employees in accordance with state and federal laws. Any employee may copy documents in his file. A copy of all documents relating to an employee's conduct, discipline, and/or job performance shall be given to the employee at the time such document is placed in the employee's personnel file.

Section 2. If, upon examining his personnel file, a bargaining unit member has reason to believe that there are inaccuracies in documents contained therein, he may write a memorandum to the Sheriff explaining the alleged inaccuracy. If the Sheriff concurs with the member's contentions, he shall either remove the faulty document or attach the member's memorandum to the document in the file and note thereon his concurrence with the memorandum's contents. If the Sheriff does not concur with the contentions of the member, the Sheriff will attach the written memorandum to the document in the file without comment.

ARTICLE 11
BULLETIN BOARDS

Section 1. The Employer agrees to provide a bulletin board in the current area for use by the Union.

Section 2. The Employer agrees to provide a bulletin board in the current area for use by the Union.

Section 3. All Union notices which appear on the bulletin boards shall be signed, posted and removed by the FOP/OLC associate during non-work time. FOP/OLC notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

A. FOP/OLC recreational and social affairs;

B. notice of FOP/OLC meetings;

C. FOP/OLC appointments;

D. notice of FOP/OLC elections;

E. results of FOP/OLC elections;

F. reports of non-political standing committees and independent non-political arms of the FOP/OLC ; and

G. non-political publications, rulings or policies of the FOP/OLC .

All other notices of any kind not covered in (A) through (G) above must receive the prior approval of the Employer or his designated representative.

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

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

B. scandalous, scurrilous or derogatory attacks upon the Employer;

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

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

ARTICLE 12
LABOR/MANAGEMENT MEETINGS

Section 1. In the interest of sound labor/management relations, on a mutually agreeable day and time, the Employer and/or his designated representative and one (1) other member of management shall meet with not more than one (1) associate who is on duty at the time of the meeting and up to two (2) other associates of the Union in order to promote a more harmonious labor/management relationship between the Union and the Employer.

Section 2. Agendas will be exchanged by both parties at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting and the names of those Union representatives who will be attending. The purpose of such meetings shall be to:

1. discuss the administration of this agreement;

2. discuss grievances which have not been processed to the third party adjudication step of the procedure when such discussions are mutually agreed to by the parties;

3. notify the Union of changes made or contemplated by the Employer or the County which affect bargaining unit members of the Union, including advising on new or combined classifications;

4. disseminate general information of interest to the parties;

5. give the Union representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members, including interpretations of the agreement where such discussion may prevent the necessity of filing a grievance; and

6. discuss ways to increase productivity and improve efficiency.

Section 3. Written responses requested by the Employer or the Union during such meetings in regard to items raised by either party who attended such meetings shall be furnished to the receiving party within ten (10) work days after such meetings, unless the parties mutually agree to a time extension.

Section 4. Except as provided herein, labor/management meetings are not intended as negotiation sessions to alter or amend the basic agreement.

Section 5. The bargaining unit employee representing the Union, as authorized by this agreement, in labor/management meetings shall be given sufficient time without loss of pay or benefits to attend these meetings, if held during her working hours, provided operational needs do not require the employee's presence at her work area. Should this type of conflict arise, the meeting will be rescheduled at the earliest possible date. The Employer shall not be required to pay employees for attending during their non-working hours.

ARTICLE 13
SENIORITY

Section 1. Except as may be otherwise indicated in this agreement, seniority shall mean continuous length of service of an employee with the Tuscarawas County 9-1-1 Center.

Section 2. An employee who has a separation from service, which includes but is not limited to, a resignation, removal, failure to return from an authorized leave of absence, or disability separation, shall be considered to have had a "break in service." The following do not constitute a break in service, and therefore count towards an employee's total length of uninterrupted service:

1. authorized leave of absence from which the employee returns;

2. vacation, sick leave, or any other time an employee is in active pay status;

3. military leave;

4. layoff followed by recall within a period of one (1) calendar year.

Section 3. In the event two (2) employees hired after October 2, 2002, have identical last dates of hire, the senior employee shall be determined by the last four digits of the employee's social security number with the person with the highest number being designated the more senior.

There shall be two (2) types of seniority, department and classification. "Department seniority" shall be defined as the continuous length of uninterrupted service with the Sheriff's Department and/or the 9-1-1 Center. An employee's department seniority shall begin on the first day of his individual training period. Departmental seniority shall be used to compute longevity pay.

"Classification seniority" shall be defined as service with the Tuscarawas County as a 9-1-1 Telecommunicator. Classification seniority shall be used to compute/move through the wage scale, for purposes of layoff and recall, and when applicable, shift selection.

ARTICLE 14
LAYOFF AND RECALL

Section 1. When the Employer determines that a layoff or job abolishment is necessary, he shall notify the affected employees at least ten (10) calendar days in advance of the effective date of the layoff or job abolishment. The Employer, upon request from the Union, agrees to discuss with representatives of the Union the impact of the layoff on bargaining unit employees.

Section 2. The Employer shall determine in which classification(s), when applicable, layoff will occur. Within each classification affected, the Employer shall layoff an employee(s) in the following order:

> Employees in reverse order of classification seniority. The employee with the least amount of classification seniority shall be the first one laid off, and this process shall continue with other employees until the specific number of employees to be laid off has been achieved.

Section 3. When employees are laid off, the Employer shall create a recall list for each classification, when applicable. The Employer shall recall employees from layoff within each classification as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of one (1) year after the effective date of the layoff.

Section 4. A notice of recall from layoff shall be sent to the employee by registered mail with a copy to the Union. The Employer may comply by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

The recalled employee shall have six (6) working days following the date of the receipt of the recall notice to notify the Employer of his intention to return to work, and shall have ten (10) working days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Any laid off employee who is leaving the County for a period of more than one (1) week at any given time shall notify the Sheriff of her absence and provide the Sheriff the name/phone number of her authorized designee.

ARTICLE 15
GRIEVANCE PROCEDURE

Section 1. The term "grievance" shall mean an allegation by a bargaining unit employee or the Employer that there has been a breach, misinterpretation, or improper application of this agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this agreement, nor those matters not covered by this agreement.

Section 2. All grievances must be processed at the proper step in order to be considered at subsequent steps.

Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided shall be considered resolved based upon the Employer's last answer.

Any grievance not answered by the Employer within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties, but any such agreement must be in writing and signed by both parties. Similarly, any step in the grievance procedure may be skipped on any grievance by mutual consent.

Section 3. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules.

Every responsible effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1

In order for an alleged grievance to be considered under this procedure, an employee must identify and discuss the alleged grievance with the Communications Supervisor within five (5) work days of the occurrence that gave rise to the alleged grievance. The Communications Supervisor shall provide a documented verbal response to the employee within three (3) work days following the discussion with the employee.

If the grievance is not resolved in the initial verbal stage as described herein, the employee shall reduce the alleged grievance to writing and within three (3) working days following the Communications Supervisor's verbal response submit the grievance to the Communications Supervisor. The Communications Supervisor shall have five (5) work days in which to schedule a meeting, if he deems such necessary, with the grieved employee and his representative. The Communications Supervisor shall investigate and respond in writing to the grievant within five (5) work days following the meeting date.

Step 2

If the grievance is not resolved at Step 1, the employee, with the appropriate grievance representative, if the former desires, may refer the grievance to the Sheriff or his designee, within five (5) work days after receiving the Step 1 reply. The Sheriff or his designee shall have five (5) work days in which to schedule a meeting with the grieved employee and his associate, if the former desires. The Sheriff or his designee shall investigate and respond to the grievant within ten (10) work days following the meeting.

Step 3 - Arbitration

1. Within ten (10) working days (postmark) after the Sheriff's response, the association may refer the grievance to an arbitrator by giving written notice to the Sheriff and to the Federal Mediation and Conciliation Service (FMCS). The arbitrator shall be selected by the alternate strike method from a list of seven (7) names submitted by the FMCS. The association shall be the first to strike, followed by the Sheriff or his representative, and the parties will alternate in this respect until one (1) name remains on the list. Said person shall be designated as the arbitrator. All other procedures relative to the hearing shall be according to the rules and regulations of the FMCS. Prior to striking names, either party may request that the list be rejected and submit a request for another list from the FMCS.

   In the event the Sheriff is not notified or the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the Sheriff's answer in Step 2.

2. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing.

   The decision of the arbitrator shall be binding on the Sheriff, the FOP/OLC, and the employee(s).

3. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this contract, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine

any other issue(s) not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching his determination.

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

4. The cost of the arbitrator shall be borne by the losing party. Should the decision not fully affirm the position of either party, the arbitrator shall determine which party shall pay the costs of the arbitrator or in what proportion the parties shall share the costs.

Section 4. All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

A. aggrieved employee's name and signature;

B. aggrieved employee's classification;

C. date and time grievance was first verbally discussed with the Communications Supervisor;

D. date and time grievance occurred;

E. the location where the grievance occurred;

F. a description of the incident giving rise to the grievance;

G. specific articles and sections of the agreement violated; and

H. a specific desired remedy to resolve the grievance.

Section 5. A grievance may be brought by any employee covered by this agreement. Where a group of bargaining employees desire to file a grievance involving an incident affecting several

employees in the same manner, one (1) employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

Section 6. For purposes of this article, work days shall be defined as those days upon which the employee or the supervisor was scheduled to perform services for the Employer. In counting working days at each step of the grievance procedure, the parties agree to count the work days of the employee when the employee is the moving party, and the work days of the Employer when the Employer is the responding party.

Section 7. An employee processing his grievance and his employee representative (associate) shall suffer no loss in pay for attending grievance hearings scheduled during their normal work hours/shift.

ARTICLE 16
HOURS OF WORK/OVERTIME

Section 1. This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services, or from establishing the work schedules of employees. Such restructuring shall not be done for the purpose of avoiding payment of overtime. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 2. The standard work week for all full-time employees covered by the terms of this agreement shall be forty (40) hours, including a lunch period. The work week shall begin with the first shift on Sunday and end with the last shift the following Saturday.

Section 3. When an employee is required by the Employer to work more than forty (40) hours in a calendar week, as defined in Section 2 above, including the lunch period, she shall be paid by either overtime pay or by compensatory time for all time worked in excess of forty hours (40) hours. For the purpose of computing overtime/compensatory time, approved vacation, personal days, funeral leave, compensatory time, and pre-approved sick leave shall be considered as time worked.

Overtime pay/compensatory time shall be paid at the rate of one and one-half time the employee's regular hourly rate of pay.

Compensatory time may be accrued up to a maximum of sixty (60) hours.

Compensatory leave may be requested in increments of one-half (1/2) hour and must be submitted at least three (3) days prior to the date requested. It is understood that the Sheriff reserves the right to deny a compensatory time leave request if another employee on same shift

is scheduled for an approved vacation or personal day. The Sheriff has the right to deny a compensatory time request based on operational needs, load requirements and staffing needs and such denial is non-grievable.

Nothing contained herein shall prohibit the parties from mutually agreeing to waive the advance notice time periods described in the above paragraph on a non-precedent/non-grievable basis.

Section 4. Each employee shall be granted a paid one-half (1/2) hour lunch period during their regular work shift, in accordance with the practice observed at the execution of this agreement. Break periods shall continue as currently provided.

Section 5. Compensation shall not be paid more than once for the same hours under any provision of this article or agreement.

Section 6. In the event it becomes necessary to fill an overtime position on a specific shift, due to an unscheduled absence of an employee without prior approval, it is agreed that such overtime will be offered to full-time bargaining unit employees before offering such overtime to a part-time employee(s) who has worked forty (40) hours in that particular week. Only those hours actually worked in 9-1-1 Central Dispatch shall be used for overtime calculation.

The employee on the previous shift shall be offered four (4) hours of overtime and the remaining four (4) hours shall be offered to an employee scheduled to work on the shift subsequent to the shift on which the overtime opportunity occurred. Should no employee volunteer, then the employee with the least amount of overtime worked shall be required to stay over, and/or when applicable, report to work earlier.

When the Sheriff determines that overtime is necessary to fill a vacancy due to approved vacation, pre-approved sick leave, an/or an approved leave of absence, such overtime shall be rotated among qualified employees in the bargaining unit. Such opportunities shall be divided/rotated as equally as practicable with the number of overtime hours worked from least to greatest. Notwithstanding any of the above provisions, all employees shall be subject to emergency call-in or hold over to be determined by the Sheriff or the Sheriff's designee.

Section 7. Any leave request form submitted after 4:30 p.m. shall be considered as submitted on the next business day (Monday – Friday, excluding holidays) at 8:00 a.m. and will be subject to the notification requirements as stated in the contract.

If a telecommunicator's shift hours are changed within five (5) calendar days (one hundred twenty [120] hours) before the beginning of such scheduled shift, the telecommunicator will be given the opportunity to work the revised shift or keep her/his same shift and work the overtime hours required to fill the vacancy.

If a telecommunicator's shift hours are changed more than five (5) calendar days (one hundred twenty [120] hours) before the beginning of such scheduled shift, the telecommunicator will be required to work such shift and will not be eligible for overtime.

Nothing contained herein shall be interpreted or construed as a waiver of any rights or obligations of those articles/sections of the agreement not specifically mentioned in this document.

ARTICLE 17
SCHEDULING

Section 1. The work schedule shall, except in situations beyond the control of management, be posted at least one (1) month in advance, and shall repeat itself every two (2) weeks. Nothing contained herein shall prevent the representatives of the Employer/Union from mutually agreeing to alternative work schedules during the term of the agreement.

Section 2. Telecommunicators may temporarily switch shifts if they both agree to do so and receive the Employer's approval.

Section 3. Telecommunicators may switch their permanent shift if they both agree to do so and receive the Employer's approval.

Section 4. Any action(s) taken under Sections 2 and 3 herein shall not result in any overtime situation/obligation to the Employer and/or the bargaining unit employees.

Section 5. Employees shall be permitted to bid shifts during the period(s) of October 1-15 and April 1-15 of each year. Such bidding shall be for two (2) three (3) month increments. Therefore, effective the first work schedule of December, March, June and September of each year, employees may be assigned their preferred shift.

Nothing contained herein shall be interpreted as a minimum staffing level and/or a guarantee of employment. The Sheriff maintains the right to schedule work hours, staffing levels, and/or work assignments.

ARTICLE 18
SICK LEAVE

Section 1. Sick leave credit shall be earned at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff, to a limit of fifteen (15) days, or one hundred twenty (120) hours per year. Unused sick leave shall accumulate without limit.

Section 2. An employee who has prior service with the State of Ohio or any political subdivision thereof shall be given credit for any earned but unused sick leave balances as a result of such prior public employment upon verification of such balances to the Employer, except that deduction shall be made for any payment or credit given by the previous employer in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from such public service shall be placed on his credit as provided by this section upon her re-employment with the Employer provided that such re-employment takes place

within ten (10) years from the date on which the employee was last separated from public service.

Section 3. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave in accordance with the appropriate sections of this agreement.

Section 4. Sick leave shall be charged in minimum units of one-half (1/2) hour. Employees shall be charged for sick leave only for days upon which they would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 5. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

A. Illness or injury of the employee or of a member of her immediate family, defined as employee's children, spouse, parent, step children or step parent. Sick leave may be granted, at the sole discretion of the Sheriff/designee, for other family members of the employee who suffers an illness/injury, including psychological treatment/examination of a family member as defined herein.

B. Death of a member of the employee's immediate family, as defined in Section 6.

C. Medical, dental, psychological, or optical examination or treatment of the employee or her immediate family, as defined in Section "A" herein, which cannot be scheduled during non-working hours. If the employee wishes to apply for eight (8) hours or more of sick leave under Section 5 C, a physician's statement or a written justification from the employee shall be required. The Sheriff/designee maintains the right to deny such application.

D. A member of the immediate family is afflicted with a contagious disease and, due to exposure to the contagious disease, the presence of the employee at his job would jeopardized the health of others.

and

E. Pregnancy and/or childbirth and other conditions related thereto.

Section 6. Up to five (5) days leave may be granted to an employee who provides proof of attendance at the funeral of: brother, sister, spouse, child, mother, father, grandchild, or other persons standing in loco parentis (in place of a parent) to the employee. The initial two (2) days of any such leave will be treated as paid funeral leave with the balance up to five (5) days being charged against the employee's sick leave. Additionally, up to two (2) days leave may be granted to an employee who provides proof of attendance at the funeral of: father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, and the employee's aunt/uncle or first cousin. The initial day of this latter leave will be treated as paid

funeral leave with any second day taken being charged against the employee's sick leave. Funeral leave days must be consecutive work days and include the day of the funeral. Where the day of the funeral is on a day the employee is otherwise not scheduled to work, a consecutive work day will be scheduled with the approval of the Employer. Should an employee require additional paid time, other than what is provided herein, the employee shall provide a written request to the Sheriff. Upon the approval of the Sheriff, such time approved by the Sheriff will be charged against the employee's balance of compensatory time, personal days, or vacation leave, at the employee's option.

Section 7. Whenever an employee is unable to work due to circumstances described in Sections 5 and 6 herein, she shall notify the supervisor or other designated individual based on the following:

Day Shift	At least two (2) hours prior to the start of the shift
Afternoon Shift	At least two (2) hours prior to the start of the shift
Midnight Shift	At least two (2) hours prior to the start of the shift

on each day of absence, unless a bona fide emergency would occur or unless the employee has made other reporting arrangements with her supervisor.

Section 8. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. The use of sick leave with intent to defraud shall be grounds for disciplinary action.

Section 9. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform her duties. Such physician's statement shall be required for absence of three (3) or more consecutive work days due to illness. Whenever the Employer suspects a pattern abuse of the use of sick leave, he may require proof of illness in the form of a physician's statement of disability to approve the use of such leave. Any abuse of sick leave or the patterned use of sick leave may be just and sufficient cause for discipline as may be determined by the Sheriff.

Section 10. The Sheriff may require an employee who has been absent due to personal illness or injury, prior to and as a condition of her return to duty, to be examined by her physician, or a physician designated and paid for by the Employer, to establish that she is able to perform the essential functions of her position and that her return to duty will not jeopardize the health and safety of other employees.

Section 11. Employees who do not use sick leave during a six (6) month period will be credited with four (4) hours of paid leave, to be scheduled and taken off in the following six (6) month period. Such time off shall be taken with prior approval of the Employer.

For purposes of this section, funeral leave under Section 6 herein and sick leave utilized in accordance with an approved Family Medical Leave shall not count as sick leave used.

Section 12. An employee may be granted Family and Medical Leave (FML) in accordance with the Employer's policy in effect at the time such leave is requested.

ARTICLE 19
CONVERSION OF UNUSED SICK LEAVE

Section 1. An employee who is both eligible for and elects to take her public employee retirement benefits shall be entitled to convert accrued but unused sick leave to a cash payment on the following basis:

> An employee may receive, after completion of ten (10) years of continuous service with the Employer, a cash payment in the amount of one (1) hour's pay for each four (4) hours of accrued but unused sick leave at the time of retirement. The maximum payment under this provision shall not exceed two hundred forty (240) hours of pay. For the purpose of this provision, retirement shall be considered that criteria established for retirement from active service with the Employer at the time of separation under the Ohio Public Employees Retirement System (OPERS).

Section 2. In the event an employee's death is a result of illness or injury sustained in the performance of his regular duties, the employee's spouse or estate shall be paid the employee's accrued but unused sick leave to a maximum of one thousand (1,000) hours.

ARTICLE 20
VACATIONS

Section 1. Full-time bargaining unit employees shall be entitled to vacation leave with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon the length of continuous service as follows:

Years Of Service	Vacation Entitlement	Rate Of Accrual
After 1 year of service	80 hours vacation	3.1 hours per pay period
After 8 years of service	120 hours vacation	4.6 hours per pay period
After 15 years of service	160 hours vacation	6.2 hours per pay period
After 25 years of service	200 hours vacation	7.7 hours per pay period

Employees accrue paid vacation leave while in active pay status.

An employee shall not be entitled to vacation leave until she has completed one (1) year of continuous service with the Employer.

Service time for the purpose of calculating vacation for all eligible employees is determined according to total service with the county, state, or any political subdivision thereof. Prior service credit need not be continuous.

An employee who has retired in accordance with the provisions of OPERS or any retirement plan offered by the state, and who is subsequently hired by the Employer on or after June 24, 1987, shall not have his prior service with the county, state, or any political subdivision thereof counted for purposes of computing vacation leave. Vacation accrual for such employee shall be based only upon the service he is currently accruing with the Sheriff's Department.

Section 2. Vacation leave requests shall be subject to the work load requirements and staffing levels of the Employer. It is understood and agreed that no more than one (1) employee per shift shall be granted similar time off for vacation leave. This limitation may be waived at the sole discretion of the Sheriff/designee.

Vacation leave may be requested in increments of one-half (1/2) hour, provided such requests are submitted at least seven (7) calendar days prior to the date requested. The Employer or designee shall respond to the employee's request in a timely manner.

Vacation leave requests consisting of one (1) week (forty [40] hour) increments shall be submitted to the Sheriff no later than March 15 of each calendar year. Such requests shall be granted on the basis of seniority, subject to the limitations described herein. Thereafter, such request of forty (40) hours or more may be granted on a first come/first served basis, provided the written request is submitted to the Sheriff/designee at least fourteen (14) calendar days in advance of the date requested.

The Employer shall have the right to deny any of the above-referenced requests should operational considerations require such action, or in the event the advance notice time periods are not met. Nothing contained herein shall prohibit the parties from mutually agreeing to waive the advance notice time periods described in this sections on a non- precedent/non-grievable basis.

Section 3. Vacation leave shall normally be taken by an employee between the year in which it was earned and the employee's next anniversary date of employment. The Employer may, upon written request from an employee, permit an employee to carry over accumulated but unused vacation leave from one (1) year to the next. Such carryover vacation leave shall not exceed three (3) years.

Section 4. An employee is entitled to compensation, at her current rate of pay, for the pro-rated portion of any earned but unused vacation leave for the current year to her credit at time of separation, and in addition, shall be compensated for any unused vacation leave accrued to her credit, to the maximums set forth in this article. In the event a holiday falls within a week where an employee is granted vacation, such holiday shall not be counted as vacation leave.

Section 5. In the case of the death of an employee, the unused vacation leave to the credit of such employee shall be paid to the deceased employee's spouse, or to the estate of such

employee. Employees shall be required to provide written documentation as to their beneficiary for the purposes of this section.

Section 6. Any 9-1-1 Telecommunicator assigned to the 11:00 a.m. to 7:00 p.m. shift will be considered a day shift employee, and any 9-1-1 Telecommunicator assigned to the 7:00 p.m. to 3:00 a.m. shift will be considered as an afternoon shift employee, for the purposes of granting vacation.

ARTICLE 21
HOLIDAYS

Section 1. Each full-time employee shall be entitled to eight (8) hours of holiday pay at her regular straight time hourly rate of pay, for each of the following designated holidays:

New Year's Day	1st day of January
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	As designated by the State Legislature
Independence Day	4th day of July
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans' Day	11th day of November
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	25th day of December

In addition, each employee shall be entitled to two (2) personal days as holidays per contract year, in no less than eight (8) hour increments, to be scheduled upon the mutual agreement of the Employer and the employee. Such personal days must be used by the employee in the year in which they were granted and may not be carried over into the next contract year. Requests for personal leave shall not be unreasonably denied.

Section 2. Employees shall be entitled to holiday pay in accordance with Section 1 herein if they are not scheduled to work on the observed day of the holiday. Employees who actually work on the observed holiday shall be entitled to holiday pay in accordance with Section 1 herein and shall receive time and one-half (1 1/2) their regular base rate of pay for all hours actually worked.

Section 3. To be eligible for holiday pay, as described in Section 1 herein, an employee must work her last scheduled work day before the holiday and her first scheduled work day after the holiday, unless on compensatory time, vacation leave, personal leave, and/or funeral leave. If a holiday occurs during a period of approved vacation leave of an employee, she shall receive both the holiday pay and the vacation pay, and such vacation leave shall be deducted from her vacation leave balance. Employees who are scheduled to work on the day designated as a holiday and who report off sick shall be entitled to sick pay but shall not be entitled to holiday pay.

Section 4. For purposes of this article, any employee working 11:00 p.m. to 7:00 a.m. shall receive the full eight (8) hours at the holiday rate referenced in Section 2 above any time the majority of her regularly scheduled shift falls on one of the holidays listed in Section 1 above. The Sheriff shall only be obligated to compensate employees for one (1) shift as described in Section 2 herein for a twenty-four (24) hour period.

ARTICLE 22
UNIFORM ALLOWANCE

Section 1. Each non-probationary bargaining unit employee shall receive an annual uniform allowance in the form of a check to the employee of three hundred and twenty-five dollars ($325.00). Such check shall be issued directly to the non-probationary bargaining unit employee by the end of March. Such allowance shall be used for the purchase and maintenance of uniforms prescribed by the Employer. The employee shall be responsible for embroidering of emblems/patches. The Sheriff reserves the right to waive the non-probationary stipulation on a non-grievable basis. Article 5, Probation Periods, still applies.

Section 2: These monies may be utilized to purchase the following items: cardigans, long and short sleeve polo shirts, sweatshirts, gray pants and windshirts as approved by Sheriff.

Section 3. Any items purchased under the provisions of this article, upon termination of employment, may be required to be returned to the Employer.

Section 4. For the purpose of this article, the following provisions have been made to cover the articles of clothing pertaining to the uniform. The employee may wear gray pants or blue jeans as approved by the Sheriff. The employee's blue jeans must adhere (but is not limited) to the following standards: no holes, no hip huggers, no capris, and/or no bell bottoms. The employee's shoes must adhere to the following standards: black in color, no open toes or heels, no spiked heels, and/or no platforms.

ARTICLE 23
CALL-IN PAY

Section 1. Whenever an off-duty employee is subpoenaed or directed to appear in court or attend a meeting, receive training, or are called at a time which does not abut his regular work schedule, the employee(s) shall receive a minimum of two (2) hours (three [3] hours for midnight shift employees) pay at time and one-half (1 1/2) or the actual time spent in such appearance in court or in a meeting, whichever is greater.

ARTICLE 24
HOSPITALIZATION

Section 1. The Employer shall make available to all full-time bargaining unit employees the same health care insurance plans that are available to non-bargaining unit Tuscarawas County employees. The health insurance shall be made available to all bargaining unit employees

pursuant to the same terms and conditions as apply to all non-bargaining unit Tuscarawas County employees, except as set forth in Section 2 below.

Section 2. The employee shall contribute the same amount toward the cost of the health insurance premium as is paid by all non-bargaining unit employees of Tuscarawas County, except that in no event shall any bargaining unit employee be required to pay any amount in excess of eighty dollars ($80.00) per month toward the cost of the health insurance premium. The remainder of the cost for the entire health insurance premium(s) shall be funded by the Employer.

Section 3. The Employer shall provide a ten thousand dollar ($10,000.00) death benefit for each full-time bargaining unit employee.

ARTICLE 25
WAGES

Section 1. Effective upon execution, full-time bargaining unit employees shall be compensated in accordance with the following hourly rate(s) of pay:

Training Rate	Starting Rate	After 1 Year of Service	After 2 Years of Service	After 3 Years of Service
$11.20	$13.06	$15.10	$15.55	$16.25

Effective the first anniversary date of the agreement, full-time bargaining unit employees shall be compensated in accordance with the following hourly rates of pay:

Training Rate	Starting Rate	After 1 Year of Service	After 2 Years of Service	After 3 Years of Service
$11.31	$13.19	$15.25	$15.71	$16.41

Effective the second anniversary date of the agreement, full-time bargaining unit employees shall be compensated in accordance with the following hourly rates of pay:

Training Rate	Starting Rate	After 1 Year of Service	After 2 Years of Service	After 3 Years of Service
$11.42	$13.32	$15.40	$15.87	$16.57

ARTICLE 26
LONGEVITY PAY

Section 1. Effective January 1, 2009, each full-time bargaining unit employee, upon the completion of five (5) years of uninterrupted full-time service with the County, shall be eligible to receive longevity pay in accordance with the following schedule:

	Maximum Annual Payment
After completion of 5 years	$250.00
After completion of 10 years	$400.00
After completion of 15 years	$550.00
After completion of 20 years	$750.00

The above-referenced amounts shall not be cumulative and shall be paid in a lump sum annual amount payment in December of each year.

ARTICLE 27
PERS PICK-UP UTILIZING THE SALARY REDUCTION METHOD

Section 1. The Employer shall pick up contributions to the Ohio Public Employees Retirement System paid on behalf of the employees in the bargaining unit utilizing the salary reduction method under the following terms and conditions:

A. The amount to be "picked up" on behalf of each employee shall be the amount that has been determined by the Ohio Public Employees Retirement System.

   The employee's annual compensation shall be reduced by an amount equal to that "picked up" by the Employer for the purpose of city, state, and federal taxes.

B. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.

C. The parties agree that should the rules and regulations of the IRS or retirement system change, making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/Employer contributions.

ARTICLE 28
WAIVER IN CASE OF EMERGENCY

Section 1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Tuscarawas County Commissioners, the Tuscarawas County Sheriff, the federal or state legislature, and/or the Director, such as acts of God and civil disorder, the following conditions of this agreement shall automatically be suspended:

A. time limits for Management's or the Union's appeals on grievances; and,

B. all work rules and/or agreements and practices relating to the assignment of all employees.

Section 2. Upon the termination of the emergency, should grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this agreement and shall proceed from the point in the grievance procedure to which they (the grievance[s]) properly progressed. All work rules and/or agreements and practices relating to the assignment to all employees will be in effect upon the termination of said emergency.

ARTICLE 29
SEVERABILITY

Section 1. It is the intent of the Employer and the Union that this agreement comply with all applicable law(s) and legal statutes.

Section 2. If any provision of this agreement is subsequently declared by legislature or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

In the event any provision of this agreement is declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, the parties shall meet within two (2) weeks of the publication of such a determination for the purpose of negotiating a lawful alternative provision. Any mutually agreeable resolution of such provision shall be reduced to writing, signed by the parties, and incorporated into the agreement. In the event the parties are unable to negotiate an alternative provision, the matter shall be postponed until contract negotiations are reopened for a successor agreement.

ARTICLE 30
APPLICATION OF STATE CIVIL SERVICE LAW

Except as provided in Ohio Revised Code (ORC) section 124.57, no section of the Civil Service laws contained in Revised Code Chapter 124 shall apply to employees in the bargaining unit, and it is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

Further, in accordance with the provisions of Ohio Revised Code section 4117.10 (A), the following articles and/or sections thereof, as provided under the terms and conditions of this agreement, specifically supersede and/or prevail over those subjects described in the Ohio Revised Code and /or the Ohio Administrative Code:

Contract Article	Statute Regulation Preempted
Article 5, Probationary Periods	ORC 124.27
Article 9, Corrective Action	ORC 124.34
Article 13, Seniority	ORC 124.321 – 328
Article 14, Layoff and Recall	ORC 124.321 – 328
Article 16, Hours of Work/Overtime	ORC 4111.03
Article 18, Sick Leave	ORC 124.38 – 124.391
Article 19, Conversion of Unused Sick Leave	ORC 124.39
Article 20, Vacation	ORC 325.19
Article 21, Holidays	ORC 325.19
Article 31, Military Leave	ORC 5923

ARTICLE 31
MILITARY LEAVE

Section 1. All employees of the Employer who are members of the Ohio National Guard, the Ohio Organized Militia, or members of other reserve components of the Armed Forces of the United States, are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the uniformed services, as defined in Section 5923.05 of the Ohio Revised Code, for periods not to exceed a total of one (1) month in any one (1) calendar year. For the purpose of this article, "month" shall mean twenty-two (22), eight (8) hour work days.

Section 2. The employee is required to submit to the appointing authority an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one (1) continuous period of time. The maximum number of hours for which an employee is entitled to compensation in any one (1) calendar year under this provision is one hundred seventy-six (176) hours.

Section 3. Employees called or ordered to the uniformed services, as a result of an executive order issued by the President of the United States, an Act of Congress, or because of an order to perform duty issued by the Governor pursuant to Section 5919.29 or 5923.21 of the Revised Code for longer than one hundred seventy-six (176) hours in a calendar year in which the employee performs service in the uniformed services, is entitled, during the period designated in the order or act, to a leave of absence and to be paid during each monthly pay period of that leave of absence the lesser of the following:

A. the difference between the employee's gross monthly wage or salary as an employee and the sum of the employee's gross uniformed pay and allowances received that month;

B. five hundred dollars ($500.00).

However, no employee is entitled to these payments if the sum of his gross uniformed service pay and allowances received in a pay period exceeds his gross wage or salary from the Employer for the same period.

Section 4. The employee shall be responsible for notifying the Employer upon notification to report for military duty. It is also the employee's responsibility to notify the Employer of the beginning/ending dates of his or her military service and military rate of pay.

Section 5. Employees required to report for weekend/monthly drills must notify the Employer prior to the establishment of the next schedule. Failure to do so on the part of the employee may result in disciplinary action.

Section 6. A "permanent public employee" as defined in 5923.05 will be granted a leave of absence without pay to be inducted or to otherwise enter military service.

Section 7. An appointment may be made to fill a vacancy created when an employee enters military service. However, if the person filling such a vacancy also enters military service, he or she may be reinstated to the position after completion of service only if the first employee (the original incumbent) fails to apply for reinstatement within ninety (90) days of discharge, or makes a written waiver of all rights to the position.

Section 8. An employee who reenlists while on active duty or a commissioned officer who voluntarily enters on extended active duty beyond that required upon accepting a commission is not eligible for reinstatement.

Section 9. A veteran separated or discharged under honorable conditions must make application to reemployment to the former position within ninety (90) days after release from hospitalization due to in-service injury or illness which has not exceeded a period of more than two (2) years, or any other period required by law. The following procedures apply:

A. Reinstatement must be accomplished "promptly" (normally within thirty [30] days) after application is received by the appointing authority.

B. A photostatic copy of the discharge or certificate of service should accompany all requests for reinstatement or reappointment.

C. The veteran must be physically qualified to perform duties of the position. Where a disability sustained in the military service precludes restoration to the original position, the veteran will be placed in a position of like status and pay, compatible with his or her physical condition.

D. A veteran is entitled to all salary benefits or other advancement accruing to the position during military absence as follows:

1. Sick Leave - that amount which had been accumulated at the time of entering service.

2. Vacation Leave - time spent on military leave will be counted in determining the employee's length of service, but no vacation credit will accumulate during the time spent on military leave.

3. Automatic Salary Adjustment (if applicable).

4. Any changes in classification or pay range which would have accrued to the position if the employee had been on the job.

ARTICLE 32
DURATION OF AGREEMENT

Section 1. This agreement shall be effective December 19, 2011, and shall remain in full force and effect until December 18, 2014.

Section 2. If either party desires to modify or amend this agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days nor later than forty-five (45) calendar days prior to the expiration date of this agreement. Such notice shall be by regular mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

Section 3. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. The provisions of this agreement constitute the entire agreement between the Employer and the FOP/OLC, and all prior agreements, either oral or written, are hereby canceled. Except where required or by mutual agreement, the Employer and the FOP/OLC, for the life of this agreement, each voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this agreement.

SIGNATURE PAGE

For The Tuscarawas County Sheriff's Office

Walter R. Wilson, Sheriff

Tracey Judy, Executive Assistant

James Torch
Communications Supervisor

Michael L. Seyer
Chief Negotiator

For The Fraternal Order of Police Ohio Labor Council, Inc.

Linda Neff
Bargaining Team Member

Jennifer Fawcett
Bargaining Team Member

Amanda Whitman
Bargaining Team Member

Robert L. Goheen
Staff Representative

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,	}	
OHIO LABOR COUNCIL, INC.,	}	Case No(s): 11-MED-06-0954
EMPLOYEE ORGANIZATION,	}	(Telecommunicators)
	}	
and,	}	
	}	
TUSCARAWAS COUNTY SHERIFF,	}	
EMPLOYER.	}	
	}	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,

Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Mr. Matthew B. Baker
mbaker@clemansnelson.com