

K# 28115

0267-01

2012 FEB -2 P 1:49

AGREEMENT BETWEEN

uns

CARROLL COUNTY SHERIFF'S OFFICE

AND

FRATERNAL ORDER OF POLICE,

OHIO LABOR COUNCIL, INC.

SERB CASE NO(S): 11-MED-09-1093
11-MED-09-10-94
11-MED-09-1095

EFFECTIVE:
January 1, 2012 - December 31, 2014

34

TABLE OF CONTENTS

ARTICLE NO.	TITLE	PAGE NO.
1	Preamble	1
2	Recognition	1
3	FOP Representation/Bulletin Boards	1
4	Conflict and Amendment	2
5	Dues Deduction	2
6	No Strike-Lockout	3
7	Non-Discrimination	3
8	Application of Civil Service Law	3
9	Waiver In Case Of Emergency	4
10	Health and Safety	4
11	Management Rights	4
12	Labor-Management Committee	6
13	Grievance Procedure	6
14	Investigation, Discipline Procedures, Personnel Records.....	9
15	Work Rules and Information Orders.....	13
16	Seniority	13
17	Hours of Work/Overtime	15
18	Layoff and Recall.....	16
19	Holidays/Personal Day.....	17
20	Vacation	19
21	Sick Leave.....	20
22	Court Time/Call-In Pay.....	22
23	Uniforms and Equipment.....	22
24	Training, Application.....	23
25	Vacancies and Promotions	23
26	Expenses	24
27	Professional Liability Coverage.....	24
28	Probationary Period	25
29	Medical Examinations	25
30	Health and Life Insurance	25
31	Leave Of Absence/Military Leave.....	26
32	Duration, Entire Agreement and Subsequent Negotiations	27
33	Execution	28
	Signature Page	29
	Appendix A -Wages.....	30
	Appendix B - Longevity	32

ARTICLE 1 PREAMBLE

Section 1.1 This Agreement is made by and between the Carroll County Sheriff's Office (hereinafter "Employer" or "Sheriff's Office") and the Fraternal Order of Police, Ohio Labor Council, Inc. (Hereinafter "Union") in relation to the terms and conditions of employment as set forth in this Agreement for bargaining unit members of the unit covered by this Agreement.

ARTICLE 2 RECOGNITION

Section 2.1 Inclusions The Employer recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. as the sole and exclusive representative for all full-time employees who work full time in the classification of Deputy Sheriff as certified in SERB Case No. 92-REP-10-0239, Supervisors as certified in SERB Case No. 05-REP-08-0110, and Corrections Officers as certified in SERB Case No. 92-REP-03-0056.

Section 2.2 Exclusions The part-time employees, professional employees, confidential employees, seasonal and casual employees, all other employees excluded by the Ohio Collective Bargaining Act, and all other employees are specifically not included in the bargaining unit described in Section 2.1 above.

ARTICLE 3 FOP REPRESENTATION / BULLETIN BOARDS

Section 3.1 Employee Representatives The Employer agrees to recognize three (3) employee union representatives for the bargaining units for the purpose of processing grievances and representing employees pursuant to the provisions of this Agreement. The Union will notify the Sheriff in writing of the names of all officers and representatives of the bargaining units and of any changes which may occur. Except as specifically set forth in this Agreement, employee representatives may not conduct Union business on County time.

Section 3.2 Union Representatives The non-employee representative(s) of the Union shall be admitted to the Employer's facility for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement, upon approval of the Employer or his designee. The Employer or his designee shall facilitate any necessary contact between the representative and an on-duty bargaining unit employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

Section 3.3 Bulletin Boards/Inappropriate Material The Employer shall provide bulletin board space for use by the employees in the bargaining units. Material posted on the bulletin board shall relate only to the union meetings, elections, social events, and reports affecting the employees in the bargaining units.

No partisan or nonpartisan political announcements, posters, stickers, pins, buttons or any other campaign materials shall be posted or placed on the bulletin board. Materials of a derogatory or unprofessional nature shall be removed from the bulletin board.

ARTICLE 4 CONFLICT AND AMENDMENT

Section 4.1 Conformity to Law The parties intend this Agreement to supersede and replace any state and local laws on the subjects covered by this Agreement. Where this Agreement makes no specification about a matter, the provisions of applicable law shall prevail. If, by operation of law, or by a court of competent jurisdiction, it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

Section 4.2 Revision of Invalid Provisions The parties agree that should any provision of this Agreement be found to be invalid, they will attempt, upon written request from either party, to negotiate replacement language on the same matter within thirty (30) days.

Section 4.3 Amendments to Agreement Amendments and modifications of this Agreement may only be made by mutual written agreement of the parties to this Agreement, subject to ratification by the Union and County Commissioners.

ARTICLE 5 DUES DEDUCTION

Section 5.1 Dues Deduction The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all membership dues required by the Union. The Union will notify, in writing, the Sheriff and County Auditor annually of the dues it charges and its current membership. The Union will update membership information as needed. Employees shall submit a written authorization for dues deductions.

Section 5.2 Indemnification It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of 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 pursuant to this Agreement. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The parties agree and understand that if an employee(s) files an action(s) against the County and/or Union regarding the deductions made under this Article, the deductions shall cease immediately.

Section 5.3 Submission of Dues to Union All dues collected shall be submitted to the Union, to the person designated in writing by the Union.

Section 5.4 Maintenance of Membership Upon the effective date of this Agreement, or within thirty (30) days thereafter, all employees in the Bargaining Unit shall either become dues paying members of the F.O.P., Ohio Labor Council, Inc., or as a condition of continued employment, remit to the F.O.P., Ohio Labor Council, Inc., a fair share fee, to be determined by the F.O.P., Ohio Labor Council, Inc., in accordance with the provisions of Ohio Revised Code §4117.09(C). The newly hired employee in the Bargaining Unit shall, within sixty (60) days of employment, either elect to become a member of the F.O.P., Ohio Labor Council, Inc., or remit the fair share fee. As provided in Ohio Revised Code §4117.09(C), nothing in this Article shall be deemed to require any employee to become members of the F.O.P., Ohio Labor Council, Inc.

ARTICLE 6 NO STRIKE-LOCKOUT

Section 6.1 No Strike The Union will not authorize, instigate, aid, condone or engage in a strike, work stoppage, slowdown or other withholding of services. Further, no employee in the bargaining unit shall authorize, instigate, aid, condone or engage in a strike, work stoppage, slowdown, sympathy strike, or other withholding of services. In the event of a violation of this section, the Union will affirmatively act to require employees to return to work and fully perform their duties. Notice of violation of this Article may be given to any union representative or employee representative or officer of the Union. The Union recognizes that employees who violate this section may be subject to disciplinary action.

Section 6.2 No Lockout During the term of this Agreement the Employer shall not lock out any member of the bargaining unit.

ARTICLE 7 NON-DISCRIMINATION

Section 7.1 General The Employer and the Union agree not to discriminate against any bargaining unit employee with respect to compensation or terms and conditions of employment, because of such individual's race, color, creed, religion, sex, age, national origin, non-disabling handicap, or membership or non-membership in the Union. Nothing in this Agreement shall provide any additional rights, privileges, recourse or remedy other than those already provided by state or federal law.

Section 7.2 Waiver of Contract Where there is an alleged violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, such matter shall not be appealable through the grievance procedure contained in this Agreement. The Employer, the employee and their representatives, however, shall meet in an effort to resolve the alleged violation prior to the appeal to the outside agency.

Section 7.3 Gender All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 8 APPLICATION OF CIVIL SERVICE LAW

Section 8.1 Application of Civil Service Law Except as otherwise expressly provided in this Agreement or specifically excepted from the scope of collective bargaining by the provisions of Ohio Revised Code Chapter 4117, civil service laws contained in Ohio Revised Code Chapter 124, sections 124.01 through 124.56, and Revised Code Section 325.17 shall not apply to employees in the bargaining unit. 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.

ARTICLE 9 WAIVER IN CASE OF EMERGENCY

Section 9.1 Suspension of Agreement In the event of any riot, civil disturbance, catastrophe, natural disaster, or other disastrous occurrence as determined by the Sheriff, all provisions of this Agreement may be suspended, except those provisions establishing rates of compensation.

Section 9.2 Time Limits Any disastrous or emergency event shall, however, be deemed to have ended no later than forty-five (45) days after the date of suspension of the Agreement, and re-implementation of the Agreement will immediately begin.

Section 9.3 Grace Period Following Emergency Once such disaster or emergency event has ceased, there shall be a grace period, not to exceed thirty (30) days, in which all suspended terms of this Agreement shall be re-implemented.

Section 9.4 Written Declaration of Emergency An emergency that is declared by the Sheriff to effect this Agreement as set forth in this Article, shall be a written declaration signed by the Sheriff and with the effective date of such emergency.

ARTICLE 10 HEALTH AND SAFETY

Section 10.1 Defective Equipment The Sheriff's Office agrees to maintain all buildings, facilities, vehicles and equipment owned and operated by the Sheriff's Office in a safe and healthful manner. The Sheriff's Office will attempt to correct unsafe working conditions and insure that safety rules and safe working conditions are followed by the employees.

Section 10.2 Employee Responsibilities The employees accept responsibility to properly use and care for vehicles, equipment and work areas in a safe and proper manner and accept the responsibility to follow all safety rules and safe working methods. Employees shall be responsible for reporting any perceived unsafe or unhealthy buildings, facilities, vehicles or equipment, and any unsafe practices by any employee of the Sheriff's Office. Such complaints will be reviewed by the labor-management committee.

ARTICLE 11 MANAGEMENT RIGHTS

Section 11.1 General Work Rules Except to the extent modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all of its legal rights to manage the operations of the Sheriff's Office, Carroll County, Ohio. The rights of the Employer shall include, but shall not be limited to its right to establish, change or abolish policies, practices, rules, or procedures for the conduct of the Sheriff's Office, its employees and its service to the citizens of Carroll County, Ohio, consistent with the provisions of this Agreement.

Section 11.2 Management Rights The Employer's exclusive rights shall include, but shall not be limited to the following, except as expressly limited by the terms and conditions set forth in this Agreement:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the office, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, supervise, evaluate, retain, layoff and recall;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted including the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- E. Suspend, discipline, demote or discharge for just cause, or transfer, assign, schedule, or retain employees and to layoff employees from duty due to the lack of work or lack of funds, reorganization, or abolishment of positions;
- F. To determine the size, composition and adequacy of the work force, to establish, alter and change work schedules, to establish, modify, consolidate and to determine staffing patterns, including, but not limited to, the assignment of employees, qualifications required and areas worked;
- G. Determine the overall mission of the Sheriff's Office as a unit of government;
- H. Take actions to carry out the mission of the Sheriff's Office as a governmental unit;
- I. Effectively manage the work force;
- J. The right to select and determine the number and types of employees required, including the right to select, hire, promote, transfer, evaluate, and to assign such work to such employees in accordance with the requirements determined by the Employer;
- K. The right to establish work schedules and assignments and to determine the necessity for overtime and the amount and assignments required thereof;
- L. To promulgate and enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management;
- M. The right to maintain the security of records and other pertinent information;
- N. The right to determine and implement necessary actions in emergency situations;
- O. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and the standards of quality and performance to be maintained; and,
- P. The right to determine the Sheriff's Office goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.

Section 11.3 Reserved Rights The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the rights and responsibilities of the Employer.

The Employer retains and reserves all rights, power, authority, duty and responsibility confirmed or invested in it by the laws and constitution of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility by the Employer and the adoption of such rules, regulations, policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the terms of this Agreement.

In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer with regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 12 LABOR-MANAGEMENT COMMITTEE

Section 12.1 Purpose The parties recognize that certain subjects are matters of mutual interest to the parties. The parties also recognize that the Union may wish to present its views on such subjects so that such views may be considered by the Administration. It is not the intent of the parties that labor-management committee meetings be used to bypass the normal chain of command. The Union is expected to attempt to resolve matters within the Sheriff's Office before raising those matters at labor-management committee meetings.

Section 12.2 Committee Composition and Meetings For this purpose, a labor-management committee shall be established. The committee shall consist of up to two (2) management members designated by the Sheriff and up to three (3) labor members designated by the Union. Additional parties may attend labor-management meetings if their presence is necessary to discuss the issue(s) raised and if the other party has been notified of their attendance. Committee meetings shall be scheduled by any party at reasonable, mutually convenient times, and shall be closed to the public.

Section 12.3 Matters Not Within Agreement, Management Rights Matters involving interpretation of the contract shall not be subject to labor-management committee. Nothing herein shall be interpreted or construed to waive or preempt management rights set forth under Article 11 herein. Decisions of the labor-management committee shall not be subject to the grievance procedure unless such decisions violate a section of this Agreement.

ARTICLE 13 GRIEVANCE PROCEDURE

Section 13.1 Grievance Policy The Sheriff's Office and the Union recognize that in the interest of effective personnel management, a procedure is necessary whereby employees can be assured of a prompt, impartial and fair processing of their grievances. No reprisals shall be taken against any employee initiating or participating in the grievance procedure.

Section 13.2 Grievance Defined, Content, Timeline For Filing A grievance is a claim based upon the interpretation, meaning, or violation of any of the express provisions of this Agreement, or a claim arising as the result of disciplinary action. A grievance may be initiated by the Union or an aggrieved bargaining unit member.

Any grievance shall contain: Date and time grievance occurred; detailed description of grievance; specific reference to the provision(s) of the Agreement allegedly violated, or to the specific disciplinary action; relief requested; signature of grievant(s). It is not intended that the grievance procedure be used to affect changes or modify this Agreement.

Written grievances must be submitted in writing no later than ten (10) calendar days following the events or circumstances giving rise to the grievance.

Section 13.3 Disciplinary Action Defined For the purposes of this Agreement, disciplinary action is any reduction in pay and/or position, removal or suspension. Appeals of discipline shall commence at Step Two unless the parties waive all steps and proceed to arbitration.

Section 13.4 Grievance Procedure

A. Step One - Immediate Supervisor A member having an individual grievance will first attempt to resolve it informally with his immediate supervisor. Such attempt at informal resolution shall be made by the member-grievant within ten (10) calendar days following the events or circumstances giving rise to the grievance. Grievances brought to the supervisor (except as otherwise provided herein) beyond the ten (10) calendar day limit shall not be considered.

A grievance representative may accompany the grievant to grievance meetings should the grievant request his attendance. Within ten (10) calendar days of the submission of the grievance, the supervisor shall submit to the grievant his written response to the grievance. If the grievant is not satisfied with the written response he may pursue the grievance to Step Two.

B. Step Two – Sheriff Should the member-grievant not be satisfied with the answer in Step One, within ten (10) calendar days after receipt of the Step One response (or 10 days after the step one meeting if no written response is received) he may appeal the grievance to Step Two by delivering a copy of the grievance form, containing the written response at the prior step and any other pertinent documents, to the Office of the Sheriff. The Sheriff or his designee shall date the form, accurately showing the date his Office received the form.

The Sheriff or his designated representative shall, within ten (10) calendar days of receipt of the written grievance, schedule and conduct a meeting to discuss the grievance with the grievant and/or grievance chairman or his designee. The chairman or his designee may bring with him to the meeting the member-grievant and appropriate grievance representatives. The Sheriff or his designee and the employee may bring any appropriate witnesses.

Within ten (10) calendar days of the meeting at Step Two, the Sheriff or his designee shall submit to the grievance chairman his written response to the grievance.

C. Step Three - Arbitration If the member-grievant is not satisfied with the answer in Step Two, within twenty-one (21) calendar days after receipt of the Step Two response, (or 21 days after the Step Two meeting if no response is received) the Union may appeal to arbitration by serving the Employer a written notice of intent to arbitrate.

Within twenty-one (21) days of the Employer's receipt of the notice of intent to file under the grievance arbitration procedure, the Union shall, by letter, solicit nominations for arbitrators from the Federal Mediation and Conciliation Service to hear the arbitration. Upon receipt of

such list of arbitrators the parties may meet and attempt to select one (1) arbitrator from the list. Both parties shall have the option to strike the entire panel of proposed arbitrators.

This option may be exercised by both parties once in any one (1) grievance. If either party does not choose to strike the entire panel of proposed arbitrators, but the parties fail to agree on the selection of one (1) arbitrator, the parties shall then proceed to alternately strike one (1) name each from the list. Determination regarding which party shall have the privilege of striking a name from the list first shall be resolved by the toss of a coin. The individual whose name remains on the list after the other six (6) names have been removed shall be the arbitrator. The Federal Mediation and Conciliation Service shall be informed of the individual selected and request that such arbitrator be assigned to the grievance. The arbitrator shall arrange with the parties the date, time and place of the meeting. The parties may mutually agree upon an arbitrator without requesting a list from the FMCS.

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

Upon written request of either party, at least thirty (30) days prior to the scheduled arbitration hearing date, either party may request a list of witnesses and a description of their expected testimony and copies of all documents expected or anticipated for use in the arbitration hearing. The request must be honored and submitted to the requesting party no later than fourteen (14) days prior to the scheduled arbitration hearing date. Rebuttal witnesses and documents must be identified and supplied no later than seven (7) days prior to the scheduled arbitration hearing date.

The fees of the arbitrator and the rent, if any, for the hearing room shall be split equally between the parties. The expense of any non-employee witnesses shall be borne, if at all, by the party calling that witness. The fees of a court reporter shall be paid by the party asking for one, however, such fee shall be split equally if both parties desire a reporter or request a copy of the transcript. The grievant, the union representative, and employee witnesses, called by either party, who appear at an arbitration hearing during their normal working hours shall not suffer any loss in pay. Member witnesses, other than the grievant and grievant representative, called by the Union, will be permitted time off, with pay, to testify at an arbitration hearing if such time is during regularly assigned working hours, provided that the needs of the County, the Sheriff's Office and the safety of the citizenry of the County are not compromised.

Disputes may only be submitted to arbitration during the life of this Agreement. No issue whatsoever may be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place during the effective dates or agreed extensions of this Agreement.

No decision by an arbitrator shall infringe upon the obligation of the County or Office as expressed or intended by the provisions of Ohio law.

Either party may raise the issue of arbitrability before the arbitrator. In the event such issue is raised, the first question to be addressed by the arbitrator shall be whether the grievance is arbitrable.

The arbitrator shall not change wage rates already in effect pursuant to this Agreement. No award of any arbitrator shall be retroactive for a period prior to the date of the filing of a grievance. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, hearing and recording testimony from both parties and applying the rules of the Federal Mediation and Conciliation Service. The arbitrator shall not have the authority or power to add to, subtract from, disregard, alter or modify any of the terms or provisions of this Agreement. The arbitrator shall not grant relief that extends beyond the termination date of this Agreement. It is expressly understood that the decision of the arbitrator, within his function and authority as set forth herein, shall be final and binding upon both parties. The arbitrator's decision and award shall be in writing and will state the rationale for the decision.

Section 13.5 Timely Processing of Grievances Any grievance must be completed and filed upon the authorized grievance form agreed to between the parties to this Agreement. Such form shall provide for a statement of the grievance and its relevant facts; the particular provision of this Agreement that are alleged to have been misinterpreted, misapplied or violated; and, the remedy sought. Any grievance not advanced to the next step by the grievant or the Union within the time limits in that step, shall be deemed resolved by the Employer's last answer. Any grievance not answered by the Employer within the time limits in that step shall automatically proceed to the next step. Time limits may be extended by the Employer and the grievant by mutual agreement in writing.

Section 13.6 Exclusivity This grievance procedure shall be the exclusive method of resolving grievances. The parties agree that the State Personnel Board of Review shall have no authority over matters subject to this grievance and arbitration procedure. However, in no way shall this exclusivity deny an individual his constitutional rights, and any individual may pursue his constitutional rights; nor may the County or Department be denied its legal rights under the State law.

ARTICLE 14 INVESTIGATION, DISCIPLINE PROCEDURES, PERSONNEL RECORDS

Section 14.1 Criminal Investigations A bargaining unit member who is to be questioned as a suspect in any investigation where criminal charges may result, shall be advised of his constitutional rights in accordance with the law.

Any employee under indictment or arrested for a crime, who is not disciplined or discharged by the Employer, may be placed on a leave of absence without pay until resolution of the trial court proceedings. An employee may use accrued vacation or holiday time during the leave. An employee found guilty by the trial court shall be summarily discharged, notwithstanding any

appeal the employee may take of the conviction. An employee found innocent of the charges shall be paid for all lost straight time hours and shall have any vacation or holiday time (but not sick leave) used restored to his credit. The Employer shall continue to pay the employee's insurance premiums during the vacation or holiday leave so long as the employee's paid leave continues. Alternatively, the Employer may take disciplinary action against the employee which action shall be subject to appeal by the employee pursuant to the provisions of this Agreement.

Section 14.2 Internal Investigations Bargaining unit members required to respond to questions during internal investigations shall be informed of their constitutional rights and responsibilities. Before a bargaining unit member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he shall be advised that such conduct, if continued, may be the basis for such a charge. All members shall be obligated to cooperate in any investigation conducted by the Sheriff's Office.

At any time a formal investigation concerning a bargaining unit member occurs wherein disciplinary action of record (reprimand of record, suspension, reduction, or removal) will or may result, the member will be notified when he is first questioned, that such result is possible.

When a bargaining unit member suspected of a violation is being interviewed, such interview shall be recorded at the request of either party by the requesting party. No recording of interviews or interrogations shall be made without the knowledge of the bargaining unit member and/or the Employer. If recordings are made, the other party shall be provided a copy.

Any complaints of violation of rules and regulations or of improper conduct that could not result in a criminal charge shall be filed by the complainant within sixty (60) days of the conclusion of the investigation.

Nothing herein shall be construed as restricting members of the bargaining unit from reporting violations of Departmental rules or policy committed by other members of the bargaining unit.

Excluding matters involving criminal investigations, any member who is charged with violating the Department rules and regulations will be provided access to transcripts, records, written statements, and tapes pertinent to the case. The information shall be provided within a reasonable time, but not later than the predisciplinary conference, to allow the member and/or the Union to conduct an independent investigation of the matter.

If any of the procedures of this Article are violated, such violations shall be subject to the grievance procedure.

Section 14.3 Anonymous Complaints An anonymous complaint shall not be, in and of itself, the basis for any action against an employee. The Sheriff's Office may, however, investigate the complaint and, if corroborated, it may become the accusing party and pursue discipline under the terms of this Agreement.

Section 14.4 Corrective Action The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit for just cause. The Employer

may take disciplinary action for actions which occur while an employee is on duty, or which occur while an employee is working under the colors of the Employer, or on or off duty in instances where the employee's conduct violates his oath of office or violates the rules and regulations of the Employer or engages in conduct unbecoming of an employee of the Carroll County Sheriff's Office. Forms of disciplinary action are:

- A. Written warning;
- B. Written reprimand;
- C. Suspension without pay (at the option of the employee, and with the concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.);
- D. Reduction in pay;
- E. Reduction in rank or classification;
- F. Discharge.

Section 14.5 Progressive Action The principles of progressive disciplinary action will normally be followed with respect to minor offenses. The progression, where appropriate, may include an oral reprimand, a written reprimand, and a suspension for the same or related minor offenses prior to dismissal. In those instances where more severe discipline is warranted, the Employer may discipline the member according to the severity of the incident, up to and including termination/discharge.

Section 14.6 Predisciplinary Meetings Upon completion of an investigation and prior to a predisciplinary meeting with the Sheriff or his designee, a member will receive a written statement of proposed charges. At the predisciplinary meeting, the charged bargaining unit member or his representative will be allowed to present his defense/response.

A member who is charged, or his representative, may make a written request for a continuance, prior to the predisciplinary meeting. Such request will be granted where practical.

Predisciplinary meetings will be conducted by the Sheriff or his representative selected by the Employer. The employee may choose to:

- A. Appear at the meeting to present oral or written statements in his defense;
- B. Appear at the meeting and have one (1) chosen representative present oral or written statements in defense of the employee; or;
- C. Elect in writing to waive the opportunity to have a predisciplinary meeting.

Failure to elect and pursue one of these three options will be deemed a waiver of the employee's rights to predisciplinary meetings.

At the predisciplinary meeting, the Employer representative will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee.

At the meeting, the employee may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred. The employee shall provide a list of witnesses

and the name and occupation of his representative, if any, to the Employer as far in advance as possible, but no later than eight (8) hours prior to the predisciplinary hearing. It is the employee's responsibility to notify his witnesses that he desires their attendance at the hearing.

A written report will be prepared by the Employer representative. A copy of the representative's report will be provided to the employee, and the Union representative within five (5) days following its preparation. The Employer will decide what discipline, if any, is appropriate.

Section 14.7 Duration of Personnel Records of Disciplinary Nature All actions of record except oral reprimands, but including written reprimands or suspensions, may be maintained in each member's personnel file throughout his period of employment, with the exception that records of suspension shall be removed from the employee's personnel file and shall cease to have force and effect or be considered in future disciplinary matters thirty-six (36) months after their effective date, provided there are no intervening disciplinary actions taken during that time period. Written reprimands shall be removed from the employee's personnel file and shall cease to have force and effect, or be considered in future disciplinary matters, twenty-four (24) months after their effective date, provided there are no intervening disciplinary actions taken during that time period.

In any case in which a written reprimand, suspension, or dismissal is overturned on appeal or otherwise rendered invalid, all documents relating thereto will be removed from the personnel file of the member. All such records removed from the personnel file for the reasons outlined above shall not be considered in future disciplinary action or promotional considerations. Prior discipline may be utilized to establish that an employee had knowledge of the standard of conduct expected. All removal of records shall be in accordance with Ohio law.

Every member shall be allowed to review his personnel file at any reasonable time upon written request to the Employer and in the presence of the Employer or his designated representatives. The County shall abide by and follow provisions of Ohio Revised Code Chapter 1347 and Ohio Revised Code Section 149.43.

If, upon examining his personnel file, any bargaining unit member has reason to believe that there are inaccuracies in documents contained therein, he may write a memorandum to the Employer explaining the alleged inaccuracy.

If the Employer concurs with the member's contentions, it shall remove the faulty document from the personnel file. If the Employer does not concur with the contentions of the member, it will attach the member's written memorandum to the document in the file.

Section 14.8 Appeal of Discipline Verbal and written reprimands may only be appealed through Step Two of the grievance procedure. All other disciplinary actions may be appealed to arbitration. All discipline must be appealed within seven (7) calendar days from when the employee and/or his Union representative are served with an order of discipline. Pursuant to Ohio Revised Code Section 4117.10(a), no disciplinary action may be appealed to the State Personnel Board of Review.

Section 14.9 Seniority Any suspension imposed up to and including sixty (60) days, shall not be deducted from the employee's seniority date.

Section 14.10 Conduct of Investigation Any investigations, interviews, and disciplinary procedures shall be conducted in a professional manner. At no time will the employee be subjected to verbal abuse, ridicule or embarrassment. Discipline and/or corrective action shall be conducted in a private manner.

Section 14.11 Union Representation The employee shall have, at his request, the presence of a Union representative any time during a disciplinary action, disciplinary investigation, or disciplinary interview of an employee. If the Union representative is not available immediately, the Employer and the Union representative shall agree to a time convenient for both parties. Such request may not unreasonably delay an investigation.

ARTICLE 15 WORK RULES AND INFORMATION ORDERS

The Union recognizes the authority of the Employer to promulgate work rules, policies, standards of conduct, directives and general orders for the operation of the Sheriff's Office. The parties also recognize that the Sheriff's Office and all employees are subject to and responsible for the implementation of statutory and administrative rule provisions (e.g. jail standards) which may not necessarily be included in departmental rules, etc.

The Employer agrees that new or revised written work rules, policies, standards of conduct directives and general orders shall be made available to members in advance of their implementation. All work rules or directives must be applied and interpreted uniformly to all members in this bargaining unit.

ARTICLE 16 SENIORITY

Section 16.1 Definition of Seniority As used herein, the term "seniority" shall be defined as the continuous uninterrupted length of service or employment as a full-time employee in a position covered by this Agreement from the date of last appointment to that position. Service as a part-time employee or in another County agency shall not be credited as seniority. Employees shall not accrue seniority while on unpaid leaves of absence.

Section 16.2 Application of Seniority "Seniority" shall accrue to all employees covered by this Agreement in accordance with the provisions of this Article. Seniority, as defined in Section 16.1 of this Article, will apply wherever employee seniority rights are established in the terms and conditions of the Agreement. The criteria for determining the employee with more seniority among two (2) or more employees hired on the same date shall be a coin toss between the employees, or a drawing of lots. The criteria for determining seniority rights for employees of the Supervisor Unit who, for any reason assume a position in a lower classification shall be as follows. For the purpose of granting employee preference relative to days off, vacation time, holidays off, and work assignment, seniority shall commence from April 20, 2006, forward. For all other matters pertaining to seniority, the employee's uninterrupted length of service with the Carroll County Sheriff's Office shall apply.

Section 16.3 Breaks in Service The following situations shall not constitute a break in continuous service, but employees shall not accrue seniority while in the status of any of the following:

- A. Absence while on approved unpaid leave of absence;
- B. Military leave; or
- C. A layoff of eighteen (18) months duration or less

The following situations shall constitute breaks in continuous service for which seniority is lost:

- A. Discharge or removal for just cause;
- B. Retirement;
- C. Layoff for more than eighteen (18) months;
- D. Failure to return to work within fourteen (14) calendar days of a recall from layoff;
- E. Failure to return to work at the expiration of leave of absence;
- F. A resignation or job abandonment; or,
- G. Absent without leave for more than three (3) working days.

Section 16.4 Seniority List The Employer shall annually prepare and provide a copy to the Union a list setting forth the present seniority dates for all members in the bargaining unit, such list becoming effective on or after the date of execution of this Agreement. This list shall resolve all questions of seniority affecting employees covered under this Agreement. Disputes as to seniority listing shall be resolved through labor-management and must be presented by the Union or the employee within ten (10) calendar days after the seniority list is posted.

If such disputes are not resolved through labor-management meetings the Union may file a grievance. Such grievance must be filed within thirty (30) calendar days after the seniority list is posted.

Section 16.5 Shift Assignment

- A. Seniority shall be used by members in their respective assignment areas whether corrections, supervisors or deputy sheriff. Seniority shall be used by members in those assignment areas for vacation selection and requests for time off in accordance with Articles 19 and 20.
- B. The Sheriff shall be responsible for shift assignments. Each non-probationary employee shall submit his first and second preference of shift assignment annually during the first two (2) weeks of December. After taking into account the operational needs of the department and any assignments that require special skills and/or training, the Sheriff shall assign a deputy, supervisor or corrections officer to his/her preferred shift based on seniority.

- C. The discretion of the Sheriff in assigning shifts under this section must be reasonable and may not be exercised in an arbitrary and/or capricious manner. Employees objecting to their assignments must demonstrate that the Sheriff acted in an unreasonable manner.
- D. It is agreed that bargaining unit members shall not be eligible for overtime payment in the week during which a shift change takes place as a result of a selection under this Article. Employees who are required to change shifts or have their hours of work per day or per week modified, shall be given a minimum of thirty (30) calendar days advance notice of such changes, except in cases of emergency or unusual circumstances that necessitate such changes. Such changes shall not be utilized to avoid payment or normally required overtime on a short-term basis.
- E. Shift assignment in the Corrections Unit shall be made from two (2) lists, male and female Corrections Officers because of the need to have one (1) male and one (1) female on each scheduled working shift.

ARTICLE 17 HOURS OF WORK/OVERTIME

Section 17.1 Purpose 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, improving services, or from establishing the work schedules of employees. 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 17.2 Work period The work period shall be a seven (7) calendar day period.

Section 17.3 Overtime All employees in the bargaining unit, for work actually performed in excess of forty (40) hours in the work period, shall receive one and one-half (1-1/2) times the employee's regular straight time rate. Overtime shall be paid in either wages or compensatory time. Employees may select, in writing at the time the overtime is worked, to be compensated in compensatory time. Employees may accumulate compensatory time to a maximum of eighty one hundred twenty (120) hours. The compensatory time bank shall consist of two parts: up to eighty (80) hours of earned compensatory time and up to forty (40) hours of holiday time as referenced in Article 19. Annually in December, employees may request the conversion of unused, accumulated compensatory time to a cash payment to be paid in December or January. The Sheriff may agree to the conversion of all or a portion of the requested conversion amount. The Sheriff, in his discretion, may deny a request in total if there is a demonstrated evidence that the budget of the office is not sufficient to support a conversion request. Compensatory time balances of employees earned from working overtime shall be converted upon the separation of an employee.

For purposes of this Article, hours actually worked shall not include time spent on sick leave. Overtime, in order to be compensated under this Article, must have prior approval of the Sheriff or his designee.

Article 17.4 Pyramiding There shall be no pyramiding of pay for the same hours worked or paid.

Section 17.5 Equalization of Overtime A record of overtime hours worked by each employee shall be kept on a list displayed within the department and utilized for offering voluntary overtime assignments. Overtime hours shall be recorded on this list as soon as practical after the employee(s) work(s) the hours. If a call to work overtime is made less than twenty-four (24) hours in advance and the overtime is refused, the employee will not be credited as having worked for purpose of overtime equalization. Other than as set forth above, an employee who is contacted twenty-four (24) hours or more in advance and is offered overtime, shall, for the purpose of overtime equalization, be credited with the overtime hours as if he had worked the hours.

If an insufficient number of employees accept the overtime work or the employee(s) accepting the overtime work are, at the employer's sole discretion, unable to either efficiently or adequately perform the work, the employer may assign the overtime work to those individuals it determines are necessary to adequately and efficiently perform the work. Said mandatory assignment by the employer shall be assigned on a rotating basis by escalating seniority. Once an individual has been required to work overtime, that individual shall, for purposes of this section, move to the top of the mandatory overtime seniority list and the next least senior individual shall become the individual first considered for subsequent mandatory assignments(s). In the absence of clear operational needs, individuals on regularly scheduled days off shall not be required to work overtime.

In the event an employee does not wish to be contacted for voluntary assignments, they may have their name removed from the list by notifying the sheriff or his designee in writing. An employee may have their name put back on the list by notifying the sheriff or his designee in writing with thirty (30) days advance notice. These employees shall be placed at the bottom of the list.

ARTICLE 18 LAYOFF AND RECALL

Section 18.1 Layoff Notification The provisions of Ohio Revised Code section 124.321 shall apply for reasons of layoff by the Employer. The Employer shall notify the Union and affected employees no less than thirty (30) calendar days in advance of the effective date of the layoff or job abolishment. The Union agrees to meet with the Employer to discuss layoffs. Either the Union or the Employer may request a meeting to discuss the layoffs.

Section 18.2 Layoff The Employer shall determine in which classifications layoffs will occur. Layoffs of bargaining unit employees will be by rank/classification. Employees shall be laid off within each rank/classification in the inverse order of seniority, beginning with the least senior and progressing to the most senior, up to the number of employees who are to be laid off. Within a rank/classification where a layoff occurs, all temporary, intermittent, part-time, and seasonal employees of the affected rank/classification will be laid off before members of the bargaining unit providing such bargaining unit member is certified and qualified to work in such classification.

Section 18.3 Recall Notification The Employer shall provide written notice of recall to the affected employees to the employee's last known address. It shall be the responsibility of each employee to keep the Sheriff's Office informed of his current residence or mailing address. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Laid off employees shall notify the Employer of any temporary absence from their regular address. The Employer agrees that an employee's recall rights shall continue until said employee is contacted, until fourteen (14) days have lapsed from contact, or until the employee has been contacted and the employee does not respond.

Section 18.4 Time Limits for Recall The laid off employee shall have fourteen (14) calendar days after mailing or dispatching of said notification in which to exercise his rights to recall. After the expiration of his time, the next employee in line on the recall roster shall be notified in accordance with the above paragraph and be given his right to recall.

The employee who has been properly notified by the Employer must report to work within seven (7) days from the date of receipt of the notification or from the expiration of the fourteen (14) day period, or at the discretion of the Sheriff. Employees who fail to report for work as specified above shall forfeit their recall rights and the next employee in line on the eligibility roster shall be notified. Laid off employees shall have recall rights for eighteen (18) months from the effective date of layoff.

Section 18.5 Probationary Period Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at layoff shall be required to repeat such probationary period.

Section 18.6 Appeal Any appeal regarding a layoff, reasons for a layoff, or displacements shall only be through the grievance and arbitration procedure of this Agreement beginning at Step Two.

ARTICLE 19 HOLIDAYS/ PERSONAL DAYS

Section 19.1 List of Holidays Holidays shall be as follows:

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Fourth Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving	Fourth Thursday in November
Christmas	December 25 th
Two (2) Personal Days	*NOTE

***NOTE: Personal days are not available during a probationary period unless approved in writing by the Sheriff.**

Section 19.2 Observance of Holidays Those bargaining unit members who are not assigned to twenty-four (24) hour operations shall observe the holidays on the given holiday, and for holidays occurring on a weekend, on the Friday or Monday before or after the Saturday or Sunday holiday respectively.

Employees assigned to twenty-four (24) hour operations shall not observe holidays; rather, twenty-four hour operation employees shall receive eight (8) hours holiday compensation (at their normal rate of pay) for holidays as the holiday occurs. The "holiday pay" will be included in the payroll that includes the holiday. To be eligible for holiday pay the employee must work the scheduled work days before and after the holiday or have an excused, paid leave for the scheduled work days before and after the holiday.

Employees who actually work on a holiday shall be paid at a rate of time and one-half (1 ½) the normal rate of pay for working a normally scheduled shift that occurs on a holiday. This premium pay does not apply if the employee is receiving another premium rate for the time worked, e.g. overtime pay.

Section 19.3 Rescheduled Holidays Employees assigned twenty-four (24) hour operations may request, in writing, each December to be able to "bank" up to five (5) holidays to be scheduled off during the following calendar year. Rescheduled holidays must be taken in eight (8) hour increments. Requests must be submitted in writing and approved for rescheduled holidays. The rescheduled holidays will be added to the employee's compensatory time bank and will be in addition to the compensatory time earned in Article 17 (which may result in a maximum of one hundred twenty (120) hours in an employee's compensatory time bank). Holidays not rescheduled by December 31 each year will be carried over or at the discretion of the Sheriff, be paid in January of the following year at the previous year's rate of pay. It is the employee's responsibility to timely request scheduling of rescheduled holidays. Employees who separate during the calendar year will have their compensatory time bank reduced by the number of hours for designated holidays which did not occur prior to the time of their separation. Employees who do not have sufficient time in their compensatory time bank will have the adjustment made in their final pay check.

Section 19.4 Requests for Holidays Off Employees may request to use leave time (vacation or compensatory) for a holiday designated in this Article. All requests to use leave time for a holiday that an employee is otherwise scheduled to work are subject to approval of the Sheriff. All requests must be made in writing in advance of the requested date. Such requests shall be honored on the basis of the employee's seniority in the bargaining unit, if the leave requests are submitted at least thirty (30) days prior to the holiday requested. Requests submitted less than thirty (30) days prior to the holiday requested shall be subordinate to requests made more than thirty (30) days prior to the holiday requested and will be considered on a first-submitted basis, also subject to the Sheriff's approval. It is understood and agreed that all requests for leave on a holiday may be denied at the discretion of the Sheriff and that approvals may be rescinded due to operational or emergency needs.

ARTICLE 20 **VACATION**

Section 20.1 Accrual Schedule Employees shall earn vacation leave according to their total number of years of service with the Employer and any political subdivision of the State of Ohio, as follows:

- A. One (1) through seven (7) completed years of service: Eighty (80) hours (to a maximum of 3.08 hours per pay period);
- B. Eight (8) through fourteen (14) completed years of service: One hundred twenty (120) hours (to a maximum of 4.62 hours per pay period);
- C. Fifteen (15) through twenty-four (24) completed years of service: One hundred sixty (160) hours (to a maximum of 6.15 hours per pay period);
- D. Twenty-five (25) or more completed years of service: Two hundred (200) hours (to a maximum of 7.69 hours per pay period)

Section 20.2 Accrual/Pay Status Vacation leave accrues while an employee is in an active pay status. Accrual shall be by pay period according to the formula set forth in Section 20.1. No vacation is earned while an employee is in no pay status, unless the employee is on a workers compensation leave or injury leave, as provided in this Agreement. Prorated vacation credit is given for any part of a pay period. An employee with less than one (1) year of service is not entitled to vacation credit, but is credited with eighty (80) hours on his first year anniversary of employment.

Section 20.3 Requests For Vacation Leave In January of each of each year of the contract, each employee shall be given an opportunity to request on a form his vacation preference, and such request shall not be unreasonably denied. Should the date conflict with another employee, the preference shall be given to the most senior employee during the month of January. Advance vacation scheduling shall be approved before the scheduling of personal leave or compensatory time. Any request made after the month of January must be submitted at least five (5) days before the requested leave time and shall be approved on a first-come-first serve basis. Vacation shall not be involuntarily scheduled. The employee shall be notified three (3) working days after the vacation dates were submitted whether his vacation was approved or disapproved. Cancellation of scheduled vacation must be done fourteen (14) days in advance of use.

Section 20.4 Accumulation Of Vacation Leave Vacation leave may be accrued up to two (2) times the employee's annual accumulation rate.

Section 20.5 Change Of Vacation Leave/Hospitalization Any employee hospitalized or disabled while on vacation shall, upon request and upon submission of sufficient evidence of the hospitalization or disability, be entitled to change his vacation status to sick leave for all days hospitalized or disabled and any subsequent days necessary for recovery for the period previously scheduled and approved for vacation leave. Upon submission of the request with evidence, any vacation charged to the employee for the duration of the illness shall be restored to his credit.

Section 20.6 Carryover An employee may submit a written request to carry over more vacation time than allowed under Section 20.4. If such request is denied, the employee may submit the vacation time to the Sheriff for compensation. Proof is required of the employee that attempts to use said vacation which was denied by the Employer.

ARTICLE 21 SICK LEAVE

Section 21.1 Use of Sick Leave Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure of the employee to a contagious disease communicable to other employees; 3) serious illness, injury or death in the employee's immediate family where the employee's presence is reasonably necessary; and/or 4) reasonable doctor and dentist appointments for employee when such examinations cannot be scheduled during the employee's non-work hours, and, for immediately family members when the employee's presence is reasonably necessary.

Section 21.2 Sick Leave Accumulation All employees shall earn sick leave at the rate of four and six tenths (4.6) hours for each completed eighty (80) hours pay period to a maximum of 4.6 hours per pay period. Employees may accumulate sick leave to an unlimited amount.

Employees may only accumulate sick leave while employed with the Carroll County Sheriff's Office except that the Sheriff, in his sole discretion, may allow a new employee to transfer a portion of sick leave accumulated with a prior public employer in Ohio.

Section 21.3 Notification An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent.

Section 21.4 Approval of Sick Leave The sick leave must be documented on a sick leave form within 48 hours after use and must be approved by the Sheriff or his designee. Signature of the employee's shift supervisor must be on the form.

Section 21.5 Proof of Sick Leave Before an absence may be charged against accumulated sick leave, the Sheriff or his designee may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Sheriff and paid by the Employer. In any event, if an employee is absent for three (3) consecutive days the Employer may require an employee to supply a physician's report to be eligible for paid sick leave.

Section 21.6 Denial of Sick Leave Use In the event that upon such proof as is submitted or when the Sheriff finds there is not satisfactory evidence of illness, injury, or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

Section 21.7 Abuse of Sick Leave Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

Section 21.8 Return to Duty After Use of Sick Leave The Sheriff or his designee may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is able to perform the material and substantial duties of his position and that his return to duty will not jeopardize the health and safety of other employees.

Section 21.9 Immediate Family The use of sick leave due to illness or injury in the immediate family shall be where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member. "Immediate family" shall be defined to include the employee's spouse, children, step-children, parents, or other person to whom the employee is responsible for providing primary care.

Section 21.10 Bereavement Leave Bargaining unit employees shall be entitled up to five (5) days Funeral/Bereavement Leave to attend the funeral of any of the following related individuals: Husband, Wife, Child(ren), Mother, Father, Brother, and Sister.

Bargaining unit employees shall be entitled up to three (3) days funeral/bereavement leave to attend the funeral of the following related individuals: Grandparents, Father-in-law, Mother-in-law, Sister-in-law, Brother-in-law, Grandchild(ren), Grandparents-in-law, legal guardian or other person who stands in place of a parent.

Bargaining unit members shall be entitled to one (1) day of funeral/bereavement leave for the death of their Aunt or Uncle, Daughter-in-law or Son-in-law.

The funeral/bereavement leave shall be a paid leave without a deduction from sick leave. Sick leave may be used for funeral/bereavement leave when the benefits of this section have been used.

Section 21.11 Sick Leave Conversion Upon Retirement Upon death or retirement under the Public Employees Retirement System, employees may convert one-fourth of their accumulated sick leave to a maximum amount of conversion of two hundred forty (240) hours at the employee's rate of pay at the time of retirement. Additionally, to be eligible for sick leave conversion at retirement the employee must have worked for the Sheriff's Office at least ten (10) years immediately prior to retirement. The ten (10) years of service must be immediately prior to retirement with no break in service. Upon conversion of sick leave all hours of accumulated sick leave will be deemed waived. No employee may have more than one conversion from the County.

Section 21.12 Application For Sick Leave Conversions at Retirement The application for the sick leave conversion payment must be made in writing, signed by the employee at his or her time of retirement. The conversion will be distributed to the employee no later than 30 days after the employee's retirement date. Payment shall be based on the employee's hourly rate of pay at the time of retirement.

Section 21.13 Limits of Conversion An employee is only entitled to one conversion of sick leave as an employee of the County.

Section 21.14 Leave Contributions An employee may contribute, subject to approval by the sheriff, up to ten (10) days (80 hours) of accumulated, unused leave (vacation, sick, or holiday) to an employee who because of illness or injury has exhausted all accumulated, unused paid leave times and who is expected to return to duty. Employees may only contribute once each calendar year. Leave contributions may not be used to extend the service date of an employee (e.g. to delay a retirement or separation date). When exceptional circumstances exist, the sheriff may allow employees to contribute additional leave time.

ARTICLE 22 COURT TIME/CALL-IN PAY

Section 22.1 Court Time Where, on matters pertaining to or arising from an employee's performance of his official duties, an employee is required to appear in court other than his regular scheduled work hours, the employee shall receive a minimum of two (2) hours pay at the appropriate rate of pay for the minimum or actual hours his attendance is required, whichever is greater. Appearances which abut an employee's work hours shall be compensated, as set forth above, and shall not be subject to the minimum hours set forth above. All court fees received by the employee shall be remitted to the Sheriff's Office.

Section 22.2 Call-In When an employee is called in to duty, at hours which do not abut his work hours, he/she shall be paid a minimum of two (2) hours at the appropriate rate of pay for the minimum or actual hours required, whichever is greater.

ARTICLE 23 UNIFORMS AND EQUIPMENT

Section 23.1 Maintenance of Uniforms It shall be the responsibility of the employee to maintain all uniform items and be in proper uniform at all times when on duty or as otherwise required by the Sheriff. Uniforms shall be worn and maintained according to the standards established by the Sheriff and according to the Department rules and regulations. When an employee, in the course of his/her duties and with no negligence on their part, has personal property (e.g. eyeglasses, dentures, reasonable watch) damaged or destroyed, the county will replace or reimburse the employee to a replacement value and the employee shall pursue, when possible, costs recovery through court proceedings. Any replacement/reimbursement will be subject to review and approval of the Sheriff.

Section 23.2 Uniform Payments Employees of the bargaining unit will receive semi-annual uniform payments of three hundred fifty dollars (\$350.00) for Deputies and three hundred dollars (\$300.00) for Corrections Officers. This amount will be paid in April and October (for a total annual payment of seven hundred dollars (\$700.00) and six hundred dollars (\$600.00) respectively.

Employees must have worked at least three (3) months in the six (6) month period immediately prior to April 1 and October 1 to be eligible for uniform payments. New employees, at the beginning of their probationary period, shall receive a one-half the annual uniform payment and shall be eligible for additional payments according to the schedule above provided they work for at least the three (3) month period prior to the payment dates. All uniform parts and equipment of the required uniform for the employee issued or purchased by the employer shall remain the

property of the employer. Amounts spent by probationary employees in excess of their uniform payments for the uniforms returned to the Employer shall be reimbursed to the employee.

ARTICLE 24 TRAINING, APPLICATION

Section 24.1 Voluntary Training The Employer may make available training directly related to the duties of employees. Such training opportunities shall be voluntary. Voluntary training scheduled and attended on an employee's day off shall not be considered as time worked. Voluntary training which occurs on an employee's scheduled day to work may be considered as time worked unless the employee agrees to make up the time on another shift or day. Any voluntary training that is considered as time worked shall not exceed the hours the employee was originally scheduled to work (including, but not limited to, overnight stays, travel, meal time, etc.) that day(s).

Section 24.2 Required Training Any training required of employees to attain or retain certification (e.g. as a corrections officer, peace officer, dispatcher, etc.) shall not be considered as hours worked unless specifically approved by the Sheriff as hours worked prior to attending the training or course work.

Training that is not required to attain or retain certification, but is required, in writing, by the Sheriff, shall be considered as hours worked and shall be paid at the normal, straight rate of the employee to a maximum of eight (8) hours each day of training. Travel time, meal times, and any overnight stays necessary for training required by the Sheriff shall not be considered hours worked and shall not be compensated unless the time is part of the previously approved time, up to the limit of eight (8) hours.

Section 24.3 Multiple Day Training On multiple day training sessions (which the Sheriff requires or voluntary training the Sheriff has approved as paid time) where the employee has been authorized, in writing, by the Sheriff to remain at or near the training site overnight, the days in training shall be counted as time worked, not to exceed eight (8) hours on a given day.

Section 24.4 Notice Of Training The Sheriff shall make reasonable effort to post or make available notices of training from appropriate training facilities or organizations. Employees may request the Sheriff to consider appropriate, Applicable training.

ARTICLE 25 VACANCIES AND PROMOTIONS

Section 25.1 A vacancy occurs when the Employer intends to fill an existing full-time job which has become available on an indefinite basis or when the Employer intends to create a new full-time job or add a full-time job to an existing bargaining unit classification. Leaves of absence or any other employment action, consequence or result which causes a job opening does not automatically create a vacancy.

Section 25.2 When the Employer intends to fill an available existing full-time position, the following procedure shall be applied:

- a. Posting - The Employer shall post on the bulletin board a notice of vacancy naming the available job and describing the required duties and responsibilities and the necessary employee qualifications needed to be considered for no less than seven (7) calendar days including the first calendar day of posting. A written application from interested employees will be required for consideration.
- b. Selection - The Employer shall select the candidate it deems most qualified based on the relative significance it gives to each chosen candidate's skill, qualifications, experience, potential and seniority. If all candidates are deemed by the Sheriff to be equally qualified, then seniority is the determining factor.
- c. Selection from Outside Bargaining Unit - Nothing contained in this Article or this Agreement shall be construed as preventing or limiting the authority of the Sheriff to hire from outside of the bargaining unit or office should the Sheriff determine such individual is the most qualified person for the position.

Section 25.3. A promotion occurs when the Employer fills a vacancy in order to upgrade an employee's existing rank in the Department. The Employer agrees to first consider Department employees for promotion before hiring a higher ranked person from outside the Department.

ARTICLE 26 EXPENSES

Section 26.1 Expenses Reimbursed The Employer shall reimburse employees for reasonable and necessary expenses actually incurred by the employee in the performance of duties while in the employ of the Sheriff's Office. These reimbursements shall be subject to the Employer's rules and regulations and subject to the established limits and rates established by the Sheriff. Reimbursement shall be made to the employee upon presentation of receipts showing payment by the employee.

Section 26.2 Mileage Reimbursement Employees authorized to travel outside the County on official business and required to use their personal vehicle shall be reimbursed for their mileage. Reimbursement shall be at the rate established by the County Commissioners. Employees must make every reasonable effort to utilize County-owned vehicles for travel.

Section 26.3 Reimbursement The Employer shall present to the County Auditor's Office proper requests for reimbursement within fourteen (14) days of the submission of the expense report.

ARTICLE 27 PROFESSIONAL LIABILITY COVERAGE

Section 27.1 The parties understand that employees, as agents of the Employer, are protected by the provisions of Ohio Revised Code Chapter 2744. The County is obligated under Ohio Revised Code Chapter 2744 to defend employees acting within the scope of their employment against lawsuits and actions brought against employees by third parties. The parties recognize that the Employer is not required by this Agreement to provide employees with professional, outside liability insurance coverage. Should the County purchase such professional liability

insurance, or in the event the County becomes self-insured for professional liability, the County shall advise the Union and employees of the new plan and the extent of its coverage.

ARTICLE 28 PROBATIONARY PERIOD

Section 28.1 Requirement To Serve Probationary Period Every newly hired employee or employee appointed to a position in either of the bargaining units covered by this Agreement shall be required to successfully complete a probationary period. This probationary period requirement shall apply to all individuals hired or employed regardless of prior service with the Sheriff's Office and regardless of time spent as a part-time employee.

Section 28.2 Length of Probationary Period The probationary period shall begin on the first day as a full-time employee which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year. A probationary employee who has lost work time due to illness or injury for more than ten (10) work days shall have his probation period extended by the length of the illness or injury.

Section 28.3 Appeals by Probationary Period Employees A new hire probationary employee may be terminated any time during his probationary period and shall have no right to appeal the termination under the grievance procedure of this Agreement or to any other forum. In all disciplinary and non-disciplinary matters short of termination, the probationary employees are entitled to union representation, including access to the grievance procedure.

Section 28.4 Probation as Result of Transfer or Promotion A bargaining unit employee who has successfully completed their initial probationary period and who has been reassigned or promoted to another position of higher pay and/or change of responsibility shall be required to successfully complete a probationary period in the new position for a period for one hundred twenty (120) days. During that probationary period, the employee either through unsuccessful completion, or at their request within the first thirty (30) days, may return to their previous position without loss of seniority or benefits.

ARTICLE 29 MEDICAL EXAMINATIONS

Section 29.1 Examinations - General Examination of employees to determine their ability to perform the material and substantial duties of their position and assignment may be required of employees. Examinations shall be required for employees when ordered by the Sheriff or the Chief Deputy. Examinations may be either periodic or as the Employer or designee require.

ARTICLE 30 HEALTH AND LIFE INSURANCE

Section 30.1 Medical Insurance The Employer shall offer group medical insurance coverage for each employee. It is agreed and understood that the schedule of benefits for employees shall be as set forth in the health plan offered by the County, including all conditions and payments specified or required by individual carriers/providers of the health insurance plan.

It is further agreed and understood that during the term of this Agreement, individual carriers/providers may, through no fault of the County, Union, or employees, cease coverage. It is further agreed and understood that the Employer may modify the terms of the insurance coverage and may reduce coverage levels if such reductions are made to maintain or reduce costs. In the event of any changes in carriers, coverage, co-pays or deductibles, the Employer shall notify the Union thirty (30) days in advance of the change and shall discuss the impact of any changes upon the bargaining unit members.

Additionally, it is agreed and understood that during the term of this Agreement that specific carriers/providers under the plan may unilaterally institute or modify payments or conditions which modifications will be required for subscription to the plan provided by that carrier/provider.

Section 30.2 Premiums Employees shall contribute through payroll deduction to the premium costs for the health plan to the amount established in the County plan. Employees shall be notified in advance of any modifications in premium contributions.

Employee premium contributions shall, during the term of this Agreement, be the same amount or percentage as is applicable to other employees of the County paid predominantly from the general fund. Notwithstanding the foregoing, employee contribution amounts shall not exceed an amount equal to twelve percent (12%) of the premium costs during this Agreement.

Section 30.3 Eligibility Employees shall be eligible for health insurance coverage after completion of the waiting period established by the health insurance plan. Employees who have a spouse employed by the County, whether with the Employer or another office in the County, who is eligible for and/or who has coverage under the County plan shall be eligible for family or dual (two person) coverage under the plan or as otherwise allowed by the County plan. The coverage will be designated for one employee of the County under the County health plan.

Section 30.4 Life Insurance In the event the County plan includes life insurance the Employer agrees to provide life insurance coverage to all employees covered by this Agreement at no cost to the employee.

Section 30.5 County Benefits Committee A representative of the bargaining units may participate in the proceedings and discussions held by the County Benefits Committee. The composition, scope, and operation of the Committee shall be as established by the County Commissioners. Bargaining unit representatives, as other members of the Committee, may provide advice and recommendations regarding carriers, coverage, and methods available to reduce health care costs.

ARTICLE 31 LEAVE OF ABSENCE/MILITARY LEAVE

Section 31.1 Leave Of Absence The Employer, at its discretion, may grant a leave of absence without pay to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond six (6) months.

The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted. Denial of leaves shall not be appealable to the grievance procedure. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer sixty (60) days prior to commencement of the desired leave so that the various agency functions may proceed properly.

If a leave of absence is granted for a specific purpose and it is discovered that the leave is not being used for such purpose, the Employer may cancel the leave and direct the employee to report to work.

Section 31.2 Military Leave All employees who are members of the Ohio National Guard or members of other reserve components of the Armed Forces of The United States are entitled to leave of absence from their respective duties, and to the difference between their regular rate of pay and their military rate of pay on field training or active duties for periods not to exceed a total of thirty-one (31) calendar days in one (1) calendar year. The maximum number of hours for which payment will be made in any one (1) calendar year under this provision is one hundred seventy-six (176) hours. Employees are required to submit to the Employer an order or statement from the appropriate military commander of evidence of such duty. There is no requirement that the service be in one continuous period of time.

Employees who are members of those components listed in this section will be granted emergency leave for mob, riot, flood, civil defense or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized military leave for the year. The leave will cover the official period of the emergency.

Section 31.3 Union Leave Elected members of the bargaining committee, or designee, may have up to forty (40) hours unpaid leave for each bargaining units, and eight (8) hours of paid leave each calendar year to attend union-sponsored seminars. Requests shall be made in writing thirty (30) days in advance, and shall be subject to manpower availability and not result in overtime. One employee from the Sheriff's Office at a time may be released.

ARTICLE 32 DURATION, ENTIRE AGREEMENT AND SUBSEQUENT NEGOTIATIONS

Section 32.1 Duration The provisions of this Agreement unless otherwise provided for herein, shall become effective January 1, 2012 upon the parties, and shall remain in full force and effect until 11:59 p.m., on December 31, 2014.

Section 32.2 Subsequent Negotiations If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, and no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested.

Section 32.3 Entire Agreement The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties hereto after the exercise of those rights and opportunities set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union, and all prior agreements, practices, and policies concerning the subject matter provided for herein, either oral or written, are hereby canceled.

ARTICLE 33 EXECUTION

Section 33.1 Waiver Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

Section 33.2 Signatures In witness whereof, the parties have executed this Agreement as of the ____ day of _____ in Carroll County, Ohio.

SIGNATURE PAGE

FOR THE FOP/OLC:

CHUCK CHOATE
STAFF REPRESENTATIVE

BARGAINING UNIT REPRESENTATIVES:

DARL FERGUSON

LISA ELLINGTON

CALVIN GRAHAM

CHERYL KEYSER

FOR CARROLL COUNTY:

SHERIFF DALE WILLIAMS

CARROLL CO. COMMISSIONERS:

THOMAS WHEATON

JEFFREY OHLER

DOYLE HAWK

APPROVED AS TO FORM:

DONALD BURNS, Prosecutor

FRANK D. HATFIELD, Attorney For
Carroll County Sheriff's Office

APPENDIX A WAGES

The following scales shall be effective the first full pay period to occur in January of the respective years for fulltime employees in the rank of Deputy, Supervisor or Corrections Officer.

Increases on the wage scale for employees shall be effective the first full pay period following the service time specified for each level. Service for the wage scale shall be service time with the Carroll County Sheriff's Office as a sworn, full-time Deputy, Supervisor or Corrections Officer. The Sheriff may, at his discretion, place a new employee at an advanced step if the employee has prior experience as a certified law enforcement officer. The advance step placement shall not exceed the amount of experience the new employee has as a certified law enforcement officer.

DEPUTIES WAGE SCALE

YEARS	JANUARY 2012		JANUARY 2013		JANUARY 2014	
	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY
0 TO 1	\$32,073.60	\$15.42	\$33,030.40	\$15.88	\$34,028.80	\$16.36
1 TO 2	\$32,968.00	\$15.85	\$33,966.40	\$16.33	\$34,985.60	\$16.82
2 TO 3	\$33,675.20	\$16.19	\$34,694.40	\$16.68	\$35,734.40	\$17.18
3 plus	\$34,736.00	\$16.70	\$35,776.00	\$17.20	\$36,857.60	\$17.72

CORRECTIONS OFFICERS WAGE SCALE

YEARS	JANUARY 2012		JANUARY 2013		JANUARY 2014	
	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY
0 TO 1	\$30,784.00	\$14.80	\$31,699.20	\$15.24	\$32,656.00	\$15.70
1 TO 2	\$31,657.60	\$15.22	\$32,614.40	\$15.68	\$33,592.00	\$16.15
2 TO 3	\$32,385.60	\$15.57	\$33,363.20	\$16.04	\$34,361.60	\$16.52
3 plus	\$33,467.20	\$16.09	\$34,465.60	\$16.57	\$35,526.40	\$17.08

SUPERVISORS WAGE SCALE

POSITION	JANUARY 2012		JANUARY 2013		JANUARY 2014	
	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY
Jail Cmdr / Colonel	\$42,702.40	\$20.53	\$43,992.00	\$21.15	\$45,302.40	\$21.78
Major	\$43,160.00	\$20.75	\$44,449.60	\$21.37	\$45,780.80	\$22.01
Captain	\$38,000.00	\$18.27	\$39,145.60	\$18.82	\$40,310.40	\$19.38
Lieutenant	\$36,836.80	\$17.71	\$37,939.20	\$18.24	\$39,083.20	\$18.79
Sgt - Dep	\$36,025.60	\$17.32	\$37,107.20	\$17.84	\$38,230.40	\$18.38
Sgt-Corr	\$34,736.00	\$16.70	\$35,776.00	\$17.20	\$36,857.60	\$17.72

The increases in 2012, 2013, and 2014 represent a three percent (3%) increase, respectively, for Deputy, Correction Officer, and Supervisor Units. The annual rate is calculated by multiplying the hourly rate by 2080 hours. The hourly rate will be used as the base for calculating the overtime rate as set forth in the Agreement.

APPENDIX B LONGEVITY

Longevity Scale

Longevity Supplements will be available for those fulltime employees with service with the Carroll County Sheriff's Office, using the definitions of "seniority" as defined in Article 16. Payment of the longevity will be in a lump sum in December each year. Only those employees employed as of December 1 each year will be eligible for the longevity payment.

<u>Years of Service</u>	<u>Longevity</u>
5	\$250
6	\$300
7	\$350
8	\$400
9	\$450
10	\$550
11	\$600
12	\$650
13	\$700
14	\$750
15	\$850
16	\$900
17	\$950
18	\$1000
19	\$1050
20	\$1100
25	\$1200

