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11-MED-09-1170/1171 & 11-MED-12-1729  
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K28431

**FINAL AGREEMENT**

**BETWEEN**

**THE TUSCARAWAS COUNTY SHERIFF**

**AND**

**THE FRATERNAL ORDER OF POLICE/  
OHIO LABOR COUNCIL**

**ROAD PATROL,  
PROCESS SERVER, SERGEANTS,  
AND DETECTIVES**

**CASE NOS. :**

**2011-MED-09-1170  
2011-MED-09-1171  
2011-MED-12-1729**

**Effective January 1, 2012 – December 31, 2014**

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## **ARTICLE 1 AGREEMENT**

This agreement is made and entered into at New Philadelphia, Ohio, by and between the Tuscarawas County Sheriff, hereinafter referred to as the "Employer," and the Fraternal Order of Police/Ohio Labor Council, FOP/OLC, hereinafter referred to as the "Union" or as the "FOP/OLC."

The Employer shall provide one (1) copy of the agreement to each member of the bargaining unit and shall provide two (2) copies of the agreement to be kept on the premises and made available to all employees of the Department. The Employer will also provide a copy of the final agreement to each new bargaining unit employee upon completion of their probationary period. The cost of reproducing the above-referenced copies of the final agreement shall be divided equally between the Employer and the Union.

## **ARTICLE 2 PURPOSE**

The parties' purpose in entering into this agreement is to establish wages, hours, terms and other conditions of employment for bargaining unit employees as set forth in this agreement.

## **ARTICLE 3 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 Department, 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 and recall, or to reprimand, suspend, discharge, or discipline for just cause and to maintain order among employees;
- B. to promulgate and enforce rules and regulations and to otherwise exercise the prerogatives of management;
- C. to manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- D. to determine the department's goals, objectives, programs, and services, and to utilize both internal and external personnel in a 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 operation; 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 function of the Employer.

#### **ARTICLE 4 GRAMMAR**

Words, whether in the masculine, feminine, or neuter gender, shall be construed to include all of those genders. By the use of either the masculine or feminine genders, it is understood that the use is for convenience purposes only and not to be interpreted to be discriminatory by reason of sex. However, this article shall also not be construed to deny the Employer's right to consider the sex of an employee where appropriate when making job assignments or filling vacancies.

#### **ARTICLE 5 NON-DISCRIMINATION**

**Section 1.** Neither the Employer nor the FOP/OLC shall unlawfully discriminate against any bargaining unit employee on the basis of age, sex, race, color, religion, or national origin.

**Section 2.** The Employer agrees not to interfere with the rights of employees to become members of the FOP/OLC, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of FOP/OLC membership or because of any authorized employee activity in an official capacity on behalf of the FOP/OLC, nor because of exercising any rights provided for in this agreement.

**Section 3.** The FOP/OLC recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

**Section 4.** The FOP/OLC agrees not to interfere with the rights of employees to not become members of the FOP/OLC, and there shall be no discrimination, interference, restraint, or coercion by the FOP/OLC or its representatives against any employee exercising the right to abstain from membership in the FOP/OLC or involvement in FOP/OLC activities.

## **ARTICLE 6 UNION RECOGNITION**

**Section 1.** The Employer recognizes the FOP/OLC as the sole and exclusive representative for those employees in the three (3) separate and distinct bargaining units existing within the Sheriff's Department in the following classifications:

### **Bargaining Unit 1**

**Included** All employees in the classifications of Road Patrol and Process Server.

**Excluded** All managerial, professional, confidential, supervisory, seasonal and casual employees, including but not limited to those in the classification of Sheriff; Sergeants; Jail Administrator; Civil Clerks; Secretary; Corrections Officer; Inmate Service Coordinator/Assistant Jail Administrator; Maintenance.

### **Bargaining Unit 2**

**Included:** All employees in the classifications of Road Patrol Sergeants and Corrections Officers Sergeants, with the exception of Jail Administrator.

**Excluded** All managerial, professional, confidential, supervisory, seasonal, and casual employees, including but not limited to those in the classifications of Sheriff; Road Patrol; Corrections Officers; Process Server; Cooks, Civil Clerks; Secretary; Jail Administrator; Inmate Service Coordinator/Assistant Jail Administrator; Maintenance.

### **Bargaining Unit 3**

**Included** All full-time Deputies assigned to the Detective Bureau.

**Excluded** All managerial, professional, confidential, supervisory, seasonal, and casual employees, including those in the classifications of Sheriff; Road Patrol Officers; Process Server; Cooks, Civil Clerks; Secretary; Sergeants; Jail Administrator; Inmate Service Coordinator/Assistant Jail Administrator; Maintenance.

**Section 2.** Notwithstanding the provisions of this article, management, confidential, supervisory, probationary, part-time, casual, temporary and seasonal employees, and employees not meeting the definition of public employees under Chapter 4117 of the Ohio Revised Code, shall not be included in the bargaining units.

**Section 3.** In the event the Employer, during the term of the agreement, establishes a new classification(s), the Employer shall give the Union a written notice of said classification(s). The Employer, upon written request from the Union, will meet with the representatives of the affected bargaining unit(s) for the purpose of discussing whether such classification(s) shall be included in or excluded from the bargaining unit(s). In the event the parties are unable to agree, the question may be submitted by either or both parties to the State Employment Relations Board (SERB), whose determination shall be final and binding on the parties.

## **ARTICLE 7 BULLETIN BOARDS**

**Section 1.** The Employer agrees to provide space for bulletin boards in agreed upon areas of each facility for use by the Union. However, the Employer shall not be obligated to purchase bulletin boards for the Union's use.

**Section 2.** All Union notices which appear on the bulletin boards shall be signed, posted and removed by the local's liaison officer 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 prior approval of the Employer or its designated representative. It is also understood that no material may be posted on the FOP/OLC bulletin boards at any time which contain the following:

- A. personal attacks upon any other member or any other employee;
- B. scandalous, scurrilous or derogatory attacks upon the administration;
- C. attacks on any employee organization, regardless of whether the organization has local membership; and

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

**Section 3.** No Union-related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment, except on the bulletin boards designated for use by the FOP/OLC.

## **ARTICLE 8 DUES DEDUCTION**

**Section 1.** The Employer agrees to deduct FOP/OLC membership dues in accordance with this article for all employees eligible for 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 FOP/OLC dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the FOP/OLC, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**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) unpaid leave of absence; (5) revocation of the check-off authorization; or (6) resignation by the employee from the Union.

**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 Union 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 Union dues deduction would normally be made by deducting the proper amount.

**Section 7.** The rate at which dues are to be deducted shall be certified to the payroll clerk by the treasurer of the FOP/OLC during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

**Section 8.** Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this agreement.

**Section 9.** The FOP/OLC shall be assessed a reasonable fee to offset the Employer's cost of providing payroll deduction of Union dues.

**Section 10.** 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. However, all current bargaining unit employees who are not Union members, and all Union members who during the term of this agreement withdraw their membership, shall pay a fair share fee to the Union. New hire employees 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 11.** 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 independent audit establishing the basis for 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 12.** 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 from an independent auditor not otherwise employed by the Union, specifying the major categories of expenditures of the Union, and establishing the proportionate amount of chargeable and non-chargeable expenditures.

**Section 13.** The challenge procedure referred to in Section 2 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 14.** 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 15.** 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 9  
DISCIPLINARY PROCEDURE AND CORRECTIVE ACTION**

**Section 1.** No employee shall be 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 forty-eight (48) 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 three (3) work days 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:

Verbal Warning	12 months
Written Reprimand	12 months
Suspension, Discharge	36 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 and shall simply be regarded as an unfounded complaint.

The decision of the Sheriff may be appealed by filing a grievance at Step 2 of the grievance procedure within five (5) working days of receipt of the decision.

No disciplinary action will be taken against an employee for requesting a Union Representative at a meeting at which the employee reasonably feels could result in disciplinary action.

## **ARTICLE 10 FILLING OF POSITIONS**

**Section 1.** The parties agree that all appointments to positions covered by this agreement, with the exception of the Detective(s) and other than the original appointments from eligible lists, shall be filled in accordance with this article.

**Section 2.** Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be posted on the employee's bulletin board for seven (7) days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting date or who do not meet the minimum qualifications for the job.

**Section 3.** Nothing in this article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis, providing such temporary assignments do not exceed sixty (60) calendar days. Any temporary assignment(s) under this section running in excess of sixty (60) calendar days will be considered as a management determination to fill this position on a permanent basis.

Should the temporary sixty (60) day assignment period allowed under this section be exceeded, said vacancy will be posted with the successful bidder being awarded the position retroactive to the sixty-first (61st) day of the vacancy.

**Section 4.** All timely-filed applications shall be reviewed considering the following criteria: qualifications, experience, education, work record, previous job performance, disciplinary record, physical and mental capability, and the results of any internal tests given.

**Section 5.** Once the selection has been made, the Employer will notify all applicants of the selection.

**Section 6.** The position shall be awarded to the individual who the Employer determines best meets the criteria outlined in Section 4. If any employee is selected, he shall be compensated at the appropriate rate on the first day he is assigned and works in the new position.

**Section 7.** Employees may submit bids in accordance with the provisions of this article for the following assignments: Courthouse Duty, Transport Officer, and Litter Officer. The provisions of Sections 4 and 5 shall apply.

This procedure shall apply when the above-referenced assignments become vacant and the Sheriff determines the necessity to fill.

## **ARTICLE 11 LAYOFF AND RECALL**

**Section 1.** When the Employer determines that a long-term layoff or job abolishment is necessary, the Employer shall notify the affected employees in writing five (5) days in advance of the effective date of the layoff or job abolishment.

**Section 2.** The Employer shall determine in which classification(s) and which work section(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their classification seniority.

**Section 3.** Notwithstanding the provisions of Section 2 herein, employees in Bargaining Unit #2 affected by a layoff or a job abolishment may, at the employee's option, exercise their bumping rights according to the following procedure. For purposes of bumping rights, departmental seniority shall be utilized.

Corrections Officers Sergeants may bump the least senior employee in the Corrections Officer classification.

Road Patrol Sergeants may bump the least senior employee in the Road Patrol classification.

The affected Sergeant(s) will be permitted to bump the least senior employee in accordance with the above procedure, provided the Sergeant has more departmental seniority than the least senior employee in the appropriate classification.

The least senior employee in the Corrections Officer and/or Road Patrol classifications shall be laid off.

A Sergeant shall have no more than two (2) work days following notification of layoff or job abolishment to notify the Jail Administrator/Chief Deputy of his intent to exercise his bumping rights. A Sergeant who fails to exercise his bumping rights within this time period shall forfeit his right and shall be placed on layoff.

**Section 4.** Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, employees who are still on the recall list shall be recalled, in the

inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled.

**Section 5.** Notice of recall shall be sent to the employee by certified or registered mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

**Section 6.** The recalled employee shall have five (5) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar 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.

## **ARTICLE 12 SENIORITY**

**Section 1.** "Seniority" shall be computed on the basis of uninterrupted length of continuous service within his/her classification with the Tuscarawas County Sheriff's Department. Seniority rosters will be provided at the signing of this agreement and during the first (1st) week in January thereafter, and may be challenged if grieved within thirty (30) days of the notice.

**Section 2.** Employees shall lose all seniority and employment rights upon any of the following:

1. discharge for just cause;
2. retirement;
3. failure to timely return to work upon recall from layoff;
4. failure to return to work upon expiration of a leave of absence;
5. absence of three (3) or more consecutive work days without calling in, when the employee cannot demonstrate circumstances to excuse such neglect;
6. resignation from employment with the department;
7. absence from employment for a period of two (2) or more years for any cause, except military leave of absence.

**Section 3.** Employees shall continue to accrue seniority during the following:

- A. absence while on approved paid leave not exceeding two (2) years;
- B. military leave of absence.

**Section 4.** Employees promoted or transferred to positions outside the bargaining unit, but within the agency, shall continue to accrue seniority.

**Section 5.** In the event two (2) or more employees have the same seniority date, the last four (4) digits of the employee's social security number shall be used to break the tie. The employee with the highest four (4) numbers shall be determined to be the senior employee.

### ARTICLE 13 PROBATIONARY PERIODS

**Section 1.** Entry-level employees who enter a bargaining unit shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of up to one (1) calendar year. An entry level probationary employee may be terminated from a bargaining unit anytime during his probationary period and shall have no right to appeal of the termination. An employee terminated for disciplinary reasons under this provision shall be afforded the right of a predisciplinary conference.

**Section 2.** An employee promoted to Bargaining Unit 2, or an employee selected by the Sheriff to a Detective classification, shall serve a probationary period of up to six (6) months. If an employee fails to satisfactorily complete the probationary period, as described in Sections 1 and 2, when applicable, he shall be returned to his previous position. The Employer agrees, in the event an employee is returned to his previous position during the probationary period, to meet and discuss with the employee the reason(s) that warranted such return. The probationary reductions are not subject to appeal.

An employee who is awarded a new position in any bargaining unit may voluntarily return to his/her previous position any time during the first thirty (30) calendar day period of this period.

In the event an employee voluntarily returns to his/her former position during this period, the vacant position will be filled by using the same list of applicants, provided a qualified applicant(s) exists. Anytime thereafter the Employer may re-post the position when deemed necessary.

**Section 3.** A probationary employee (either entry-level bargaining unit or promotional) who has lost work time due to a non job-related illness or injury shall have his probation period extended by the length of the illness or injury. In the event a probationary employee has lost time due to job-related injury or illness, his individual probation period will be credited for the duration of his absence for a period not to exceed thirty (30) days.

**Section 4.** In accordance with the provisions of the agreement, the Employer shall determine the hourly rate of pay for employees during their individual probationary periods, as described herein.

### ARTICLE 14 HOURS OF WORK/OVERTIME

**Section 1.** The standard work period for all full-time bargaining unit employees (Sergeants and Deputies) shall be two (2) weeks (fourteen [14] calendar days). The work period shall be

computed beginning on the Monday "A" shift and ending on the fourteenth (14<sup>th</sup>) day following. Employees working as Detective shall continue to observe a twenty-eight (28) day, one hundred and seventy-two (172) hour, work period.

**Section 2.** Except as noted in Section 1 regarding Detectives, when an employee is required by the Employer to work in excess of eighty (80) hours in a two (2) week, fourteen (14) day work period, exclusive of any paid meal periods, he shall be compensated at the rate of one and one-half (1 1/2) times his regular straight time hourly rate for all such hours worked in excess of eighty (80) hours in the fourteen (14) day work period. Overtime compensation shall be at time and one-half (1 1/2) in either overtime pay or compensatory time at the discretion of the employee. Whenever the Sheriff determines that overtime is necessary, such overtime assignments shall be rotated among qualified employees in a fair and equitable manner. Compensatory time may be accrued up to a maximum of eighty (80) hours. The granting of compensatory time requested may be granted subject to operational needs of the Sheriff's Office. Such requests shall be submitted to the employee's immediate supervisor. No more than two (2) employees working the same shift will be granted vacation, compensatory time, and/or personal leave at/in a similar time period. Compensation shall not be paid more than once for the same hours under any provision of this article or agreement.

**Section 3.** For the purposes of overtime computation, the following shall be considered as time worked:

- Paid vacation leave
- Holiday pay
- Compensatory time
- Sick Leave/Funeral Leave

**Section 4.** Whenever an employee is called out to work by a properly authorized individual at a time which does not abut his regular work shift/schedule, the employee(s) shall receive a minimum of three (3) hours pay at time and one-half (1 1/2) his straight time hourly rate of pay, or the time actually worked, whichever is greater. However, in-house training that may result in overtime shall only be paid in compensatory time.

## 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 Captain or the Jail Administrator within five (5) work days of the occurrence that gave rise to the alleged grievance. The Captain or Jail Administrator 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 Captain's/Jail Administrator's verbal response submit the grievance to the Captain or Jail Administrator. The Captain/Jail Administrator 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 Captain/Jail Administrator 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 appropriate grievance representative, 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. The arbitrator shall be selected by the alternate strike method from a list of seven (7) names submitted by the Federal Mediation

and Conciliation Service (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 Chief Deputy/Jail Administrator;
- 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 shall suffer no loss in pay for attending grievance hearings scheduled during their normal work hours/shift.

## **ARTICLE 16 PERSONNEL RECORDS**

**Section 1.** Every employee covered by this agreement shall be allowed to review his personnel file at any reasonable time upon written request to the Sheriff and in the presence of the Sheriff or his designated representative. 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.

**Section 2.** 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 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 he does not concur with the contentions of the member, he will attach the written memorandum to the document in the file without comment.

**Section 3.** Records of suspension, reduction, or discharge shall be maintained in the official personnel file for a period of three (3) years. Any such record after three (3) years shall cease to have force and effect, providing no intervening discipline has occurred. Intervening discipline shall, for the purpose of this provision (i.e., suspension, reduction) mean a suspension of three (3) days or more. Records of written warnings and reprimands shall cease to have force and effect twelve (12) months from the date of issuance, provided no intervening discipline has occurred.

## **ARTICLE 17 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 Lodge 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 18**  
**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, except that complete lists of persons having passed civil service examinations must be provided to the Employer, when requested, for selection of original appointments.

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 9, Corrective Action

ORC 124.34

Article 10, Filling of Positions

ORC 124.27 – 124.32

Article 11, Layoff and Recall

ORC 124.321 – 328

Article 12, Seniority

ORC 124.321 – 328

Article 13, Probationary Periods

ORC 124.27

Article 14, Hours of Work/Overtime

ORC 4111.03

Article 24, Sick Leave

ORC 124.38 – 124.391

Article 25, Conversion of Unused Sick Leave

ORC 124.39

Article 23, Vacation

ORC 9.44; ORC 325.19

Article 26, Military Leave

ORC 5923

Article 27, Holidays

ORC 325.19

Article 33, On-the-Job Injury Leave

ORC 124.386, OAC 123: 1-34-01

**ARTICLE 19  
SEVERABILITY**

**Section 1.** Should any part of this agreement or any provisions contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a part or provision of this agreement shall not invalidate the remaining portions and they shall remain in full force and effect.

**Section 2.** If any such provision is invalidated, the parties will meet within sixty (60) days to discuss the matter invalidated.

**ARTICLE 20  
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 federal or state legislature, 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 replies on grievances; and,
- B. all work rules and/or agreements and practices relative to the assignment of employees.

**Section 2.** Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this agreement and shall proceed from the point in the grievance procedure to which they (the grievance[s]) had properly progressed.

Nothing contained herein shall negate the overtime provisions/payments in accordance with Article 14, Overtime.

**ARTICLE 21  
UNION REPRESENTATION**

**Section 1.** The Employer agrees to admit not more than two (2) Union staff representatives to the Employer's facilities during the Employer's normal office business hours, Monday through Friday.

The staff representative(s) shall be admitted to the Employer's facilities and sites, for the purposes of processing grievances or attending meetings as permitted herein, providing twenty-four (24) hours advance notice is given to the Employer. Upon arrival, the Union staff representative shall identify himself to the Employer or the Employer's designated representative.

**Section 2.** The Employer shall recognize one employee, and in his absence, his designated alternate, per bargaining unit, to act as an associate for the purpose of processing grievances in accordance with the grievance procedure.

**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 name 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 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 shall be compensated in accordance with Article 32, Call-In Pay.

**Section 5.** Rules governing the activity of 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 is subject to disciplinary action.

## ARTICLE 22 LABOR/MANAGEMENT MEETINGS

**Section 1.** In the interest of sound labor/management relations, unless mutually agreed otherwise, every quarter on a mutually agreeable day and time, the Sheriff and/or his designees

shall meet with not more than three (3) employee representatives of the bargaining unit(s) to discuss those matters addressed in Section 2. Additional representatives may attend by mutual agreement.

**Section 2.** An agenda will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting and the names of those employee representatives who will be attending, and the purpose of such meetings shall be to:

1. discuss the administration of this agreement;
2. notify the Union of changes made by the Employer which affect bargaining unit members;
3. discuss the grievances which have not been processed beyond Step 2 of the grievance procedure, but only when such discussions are mutually agreed to by the parties;
4. disseminate general information of interest to the parties;
5. discuss ways to increase productivity and improve efficiency;
6. give the Union representatives the opportunity to share the views of their members on topics of interest to both parties; and
7. to consider and discuss health and safety matters relating to employees.

**Section 3.** If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

**Section 4.** Labor/management meetings are not intended to be negotiation sessions to alter or amend the basic agreement.

## **ARTICLE 23 VACATION**

**Section 1.** Full-time employees are entitled to vacation 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 length of service as follows:

<b><u>Length of Service</u></b>	<b><u>Vacation</u></b>
less than 1 year	none
1 year but less than 8 years	80 hours
8 years but less than 15 years	120 hours
15 years but less than 25 years	160 hours
25 years or more	200 hours

Such vacation leaves shall be accrued to employees at the following rates:

<u>Annual Vacation Entitled To</u>	<u>Credited Per Pay Period</u>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours

**Section 2.** Current employees of the Employer shall be entitled to vacation service credit earned in other state or local government agencies in Ohio during previous periods of employment. Employees hired after January 1, 2000, shall only be entitled to vacation service credit earned in other Tuscarawas County agencies during previous periods of employment.

**Section 3.** No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he/she has completed one (1) year of employment with the Employer. An employee who leaves employment with the Sheriff with less than one (1) year of service is not entitled to any vacation leave payment.

**Section 4.** Vacation leave is earned while in paid status including vacation leave, paid military leave, and sick leave. No vacation leave is earned while an employee is in no pay status; however, vacation leave accrual shall be provided on a prorated basis.

**Section 5.** Vacations shall be taken in minimum increments of one (1) hour. Vacations are scheduled in accordance with the workload requirements of the Employer. Employees may request prior to February 15 the dates for that vacation year (February 15 through February 14 of the following year) on which they prefer to use their accumulated vacation. Employees may request first and second choices during this preference scheduling period and shall be notified by March 1 of the dates approved for vacation. Such requests shall be honored on the basis of the employee's seniority with the Employer within the respective bargaining unit(s) subject to the following limitations and exceptions:

- A. Vacation requests made during the above-referenced scheduling period shall be in minimum increments of two (2) working days.
- B. Vacation requests submitted after February 15 shall be awarded solely on the basis of order of application, and no seniority rights to preferred dates shall exist. Such vacation requests shall be submitted at least seven (7) calendar days prior to the posting of the next or affected work schedule. Nothing contained herein shall prohibit the parties from agreeing to waive the advance notice time periods described in this section on a non-precedent/non-grievable basis.
- C. Vacations are scheduled and approved in accordance with the work load requirements of the Employer; however, the Employer shall maintain the right to deny such vacation request.

- D. An employee who has received approved of his vacation request, and is subsequently reassigned, shall not lose his right to that approved vacation period.
- E. Approval/disapproval for vacation leave shall be in writing to the employee within seven (7) calendar days from the submission of a request for vacation, if such request is made after February 15 of each calendar year.
- F. Vacation shall not be involuntarily scheduled.

Upon a written request to the Sheriff and the approval of the Sheriff, vacation leave may be accrued up to three (3) times the employee's annual accumulation rate. Excess vacation shall be forfeited except where an employee has made a good faith effort to request vacation leave and such requests were denied due to the needs of the Employer.

**Section 6.** Days specified as holidays in this agreement shall not be charged to an employee's vacation leave.

**Section 7.** In the case of the death of any employee, the unused vacation leave and unpaid overtime to the credit of any such employee shall be paid to the deceased employee's spouse, or to the estate of such employee.

**Section 8.** Any employee hospitalized that required at least one (1) overnight stay while on vacation shall, upon request and upon submission of sufficient evidence of the hospitalization, be entitled to change his vacation status to sick leave for all days hospitalized and an subsequent days necessary for recovery. Upon submission of the request with verifiable evidence, any vacation charged to the employee for the duration of the illness shall be restored to his credit.

**Section 9.** In the event that a previously approved vacation period becomes available due to the attrition of another employee from within their assigned bargaining unit, any appropriate employee within the bargaining unit may apply for vacation leave during the affected period in accordance with Section 3.

## **ARTICLE 24 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 his 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 (.5) 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 his immediate family, defined as employee's children, spouse, parent, step parents and step children. Sick leave may be granted at the sole discretion of the Captain/Lieutenant 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 below.
  - C. Medical, dental, psychological, or optical examination or treatment of employee which cannot be scheduled during non-working hours.
  - 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 jeopardize the health of others.
  - E. Pregnancy and/or childbirth and other conditions related thereto.
- and
- F. In regard to paternity leave, an employee whose child is born may take up to forty (40) hours of sick leave after birth of a child unless Section 5 A applies.

**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, 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.** The Employer shall require an employee to furnish a standard written and signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action.

**Section 8.** When an employee is unable to work, he/she shall notify the supervisor or other designated person no less than two (2) hours prior to the time he/she is scheduled to report to work on such day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the supervisor.

**Section 9.** Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud shall be grounds for disciplinary action, together with a refund by the employee of any salary or wages paid in connection with such non-compliance by the employee.

**Section 10.** 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 his/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 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.

**Section 11.** Employees who do not use sick leave during a six (6) month period will be credited with eight (8) 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.

## **ARTICLE 25 CONVERSION OF UNUSED SICK LEAVE**

Employees who are both eligible for and who elect to take their public employee retirement benefits shall be entitled to convert accrued but unused sick leave to a cash payment on the following basis:

Employees may receive, after completion of ten (10) years of continuous service with Tuscarawas County, 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 calculated at one-fourth (1/4) of nine hundred sixty (960) hours of sick leave accrued but unused.

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 26 MILITARY LEAVE**

**Section 1.** Employees who are members of the Ohio National Guard, the Ohio Defense Corps, Naval 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 military service on field training or active duty periods not to exceed a total of thirty-one (31) calendar days in one (1) calendar year.

**Section 2.** An employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. Upon submittal of military pay vouchers documenting all wages and salaries earned on such leave, the Employer will reimburse the employee his scheduled straight time wages that would have been earned during the period of the leave. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which payment may be made in any one calendar year under the provision is one hundred and seventy-six (176) hours.

**Section 3.** Employees who have worked for the Employer long enough to complete their probationary period will be granted a leave of absence without pay to enter the military service.

**Section 4.** 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 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 5.** An employee who re-enlists 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 6.** Employees who are members of the Ohio National Guard 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 paid military leave for the year. The leave will cover the official period of the emergency.

**Section 7.** A veteran separated or discharged under honorable conditions must make application for re-employment to the former position within ninety (90) days from the date of release from service, or within ninety (90) days after release from hospitalization due to in-service injury or

illness, which has not exceeded a period of more than one (1) year. The following procedures apply:

- A. reinstatement must be accomplished within thirty (30) days after application is received by the Employer;
- B. a photostatic copy of the discharge or certificate of service must accompany all requests for reinstatement or reappointment;
- C. the veteran must be physically qualified to perform the 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 physical condition; and
- D. the 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 has 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 be accumulated during the time spent on military leave;
  - 3. automatic salary adjustment;
  - 4. any changes in classification or pay range which would have accrued to the position if the employee had been on the job.

## **ARTICLE 27 HOLIDAYS**

**Section 1.** All employees shall receive time off with full pay for the following holidays:

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

**Section 2.** In addition, each employee covered by this agreement shall be permitted to designate three (3) 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 employee. Such personal days must be used by the employee in the contract year in which they accrue and may not be carried over into the next contract year.

**Section 3.** In the event any of the aforementioned holidays fall on a Saturday, for those employees who work Monday through Friday (non-continuous operations personnel), the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays fall on a Sunday, for non-continuous operations personnel, the Monday immediately succeeding shall be observed as the holiday. Continuous operations personnel shall observe the holiday on the actual day on which it falls.

**Section 4.** Full-time bargaining unit employees shall receive eight (8) hours of straight time holiday pay whether or not they work on a holiday. An employee who works on a holiday shall be paid at the rate of one and one-half (1 1/2) times his straight time hourly rate for all hours worked, in addition to the eight (8) hours of holiday pay.

**Section 5.** To be eligible for holiday pay, as described in Section 4 herein, an employee must work his last scheduled work day before the holiday and his first scheduled work day after the holiday, unless on approved vacation leave, funeral leave, compensatory time, personal leave day and/or paid military leave under Article 26, Section 2. Employees who are scheduled to work on the day designated as a holiday and who report off/do not report to work shall not be entitled to holiday pay as described in Section 4 herein.

**Section 6.** If a holiday occurs during a period of vacation leave of an employee, the employee shall draw normal pay and shall not be charged for vacation for the holiday.

**Section 7.** An employee on unpaid leave of absence shall not receive payment for a holiday.

## **ARTICLE 28 HOSPITALIZATION**

**Section 1.** The Employer shall make available to all full-time bargaining unit employees the same major hospitalization care insurance plans that are available to non-bargaining unit Tuscarawas County employees. If such non-bargaining unit Tuscarawas County employees are required to pay a portion of the monthly insurance premiums, the same contributions shall also apply to bargaining unit employees through payroll deductions. During the term of this agreement, a bargaining unit employee's contribution towards the monthly insurance premium shall not exceed sixty dollars (\$60.00) per month in 2009, seventy dollars (\$70.00) per month in 2010, and eighty dollars (\$80.00) per month in 2011. All insurance requirements specified for such non-bargaining unit Tuscarawas County employees shall also be applicable to bargaining unit employees.

**Section 2.** The Employer will provide ten thousand dollars (\$10,000) in death benefits for each member of the bargaining units covered by this agreement.

**Section 3.** The Employer and the Union shall form a management/labor health care committee with three (3) representatives from the Employer and three (3) representatives from the Union, one (1) from each bargaining unit. The purpose of the committee shall be to obtain the best health coverage for the best price. The committee shall also have duties, decided by the committee, including but not limited to identifying any local causes of premium increases and

how to lower those premiums, “shopping” for competitive health care providers, and educating the employees as to what each person can do to help control health care costs. The committee will promulgate rules for meeting times, procedures, and subcommittees.

**ARTICLE 29  
WAGES**

**Section 1.** Employees in the bargaining units shall be compensated at the following wage rates:

**Bargaining Unit 1**

Effective January 1, 2012:

	Hire Rate	After 1 Year of Service	After 2 Years of Service	After 3 Years of Service
Road Patrol	16.09	17.21	18.16	19.12
Process Server	13.37	14.39	14.94	15.52

Effective January 1, 2013:

	Hire Rate	After 1 Year of Service	After 2 Years of Service	After 3 Years of Service
Road Patrol	16.25	17.38	18.34	19.31
Process Server	13.50	14.53	15.09	15.67

Effective January 1, 2014:

	Hire Rate	After 1 Year of Service	After 2 Years of Service	After 3 Years of Service
Road Patrol	16.41	17.55	18.52	19.50
Process Server	13.65	14.67	15.24	15.83

**Section 2.**

**Bargaining Unit 2**

Effective January 1, 2012

	Hire Rate	After 1 Year of Service	After 2 Years of Service	After 3 Years of Service
Sergeants	17.63	18.72	19.74	20.80

Effective January 1, 2013:

	Hire Rate	After 1 Year of Service	After 2 Years of Service	After 3 Years of Service
Sergeants	17.81	18.91	19.94	21.01

Effective January 1, 2014:

	Hire Rate	After 1 Year of Service	After 2 Years of Service	After 3 Years of Service
Sergeants	17.99	19.10	20.14	21.22

**Section 3.**

Effective January 1, 2012

Detectives 19.12

Effective January 1, 2013:

Detectives 19.31

Effective January 1, 2014:

Detectives 19.50

**Section 4.** The parties agree whenever an employee is awarded a position that results in a promotion, the employee shall be placed in the nearest step of the applicable pay range that provides a pay increase.

The employee shall move through the remaining steps, when applicable, upon the completion of the promotional probationary period or on the anniversary date of the promotion, whichever is first.

In the event an employee is assigned the full and complete duties of the officer in charge (OIC - sergeant), the affected employee shall be paid for each hour serving in such assignment.

**ARTICLE 30  
LONGEVITY PAY**

**Section 1.** Effective 1/1/92, each employee covered by the terms of this agreement shall receive a longevity payment in addition to their hourly rate of pay. Such longevity payment shall be based on continuous service with the Employer in accordance with the following schedule:

<u>Length of Service</u>	<u>Amount</u>
After 5 years	\$250.00
After 10 years	\$400.00
After 15 years	\$550.00
After 20 years	\$750.00

Any break in service, that is by retirement or resignation by an employee, during a contract year will result in a pro-rated portion of the applicable longevity payment described herein. Termination by the Employer which becomes final will result in forfeiture of all accumulated longevity time/payment. Eligible employees shall receive a lump sum payment for longevity pay, pursuant to this section, between the first and second pay period in December of each year.

### ARTICLE 31 UNIFORM ALLOWANCE

**Section 1.** All current full-time employees in the bargaining unit who are required by the Employer to wear uniforms shall be entitled to a uniform allowance each year of the agreement:

Road Deputy/Road Sergeants	eight hundred dollars (\$800)
Corrections Sergeants/Detectives	

Such allowance shall be for the purchase and maintenance of uniforms, including the cleaning and repair of uniforms prescribed by the Employer, subject to the provisions in Section 2 of this article. The uniform allowance will be in the form of a direct check to the employee. Such check shall be issued directly to the full-time employee in the bargaining unit by the end of March, except in those situations when an employee is on extended sick leave, disability leave, military leave, and/or unpaid leave. Upon returning to active duty, such payment shall be made.

**Section 2.** In the event an employee's uniform, or part thereof, is damaged or destroyed in the line of duty, as determined by the Employer, the replacement cost shall be paid out of the general fund. In the event restitution is made by the Courts for the employee's uniform and such restitution is directed to the employee, the employee shall forward any amount so received to the Employer.

**Section 3.** Those employees hired after the effective date of this agreement shall be provided an initial uniform allowance of two hundred dollars (\$200.00), to be included in the employee's first paycheck. This allowance shall be used to purchase the necessary uniform and/or uniform items as determined by the Employer. Upon the successful completion of the probationary period, employees shall be entitled to the uniform allowance as provided in Section 1 herein. Should an employee, as described in this section, fail to successfully complete his probationary period, said employee shall reimburse the Employer for the actual cost of the items purchased. An employee who, during the term of this agreement, is transferred in or awarded a position as a Road Deputy, shall be provided the aforementioned two hundred dollar (\$200.00) amount in addition to the annual uniform allowance described in Section 1.

**Section 4.** A bullet proof vest shall be provided to an individual who, upon or after the execution of this agreement, is employed as a Road Deputy. Replacement of said vests shall be made in accordance with the manufacturer's recommendations. Employees who are provided bullet proof vests may be required to wear such vests as directed by the Sheriff/designee.

**Section 5.** The Employer agrees to allow those bargaining unit employees who receive a uniform allowance and are required to carry a weapon to purchase such weapon with the afore-provided said uniform allowance.

It is understood the Sheriff or his designated representative maintains the right to the prior approval of any such weapon, in accordance with the Department's weapons policy. Except in cases involving termination of employment involving discharge, resignation by the employee in lieu of discharge and/or disability under the provisions of RC 2923-13, or a similar state/federal law, an employee who has a minimum of ten (10) years of service with the Employer may keep said weapon upon termination of employment.

## **ARTICLE 32 COURT PAY**

**Section 1.** Whenever an off-duty employee who is not on an approved leave of absence is subpoenaed or directed to appear in court or attend a meeting with the prosecutor or judge involving job-related matters, at a time which does not abut his regular work schedule, the employee(s) shall receive a minimum of three (3) hours pay in either overtime or compensatory time at time and one-half (1 1/2) of the actual time spent in such appearance in court or in a meeting, whichever is greater. Employees must contact, by telephone, the prosecutor of the affected court at least one-half (1/2) hour prior to their scheduled appearances to assure their presence is required.

## **ARTICLE 33 ON-THE-JOB INJURY LEAVE**

**Section 1.** When an employee becomes injured, ill, or disabled as a result of an event arising out of and in the course of bona fide police work, so as to be physically unfit for duty, the employee may be granted a special leave of absence with pay by the Employer beginning with the first working day of such disability for a period of thirty (30) calendar days per contract year. Additional time may be granted at the option or discretion of the Sheriff. In order to be eligible for the special on-the-job injury leave, as provided in this article, the employee's disability must be evidenced by a certificate of a physician who examined the employee. Special on-the-job injury leave shall not be granted to employees who incur injuries of a routine nature or those which occur in the course of non-emergency situations.

**Section 2.** Special on-the-job injury leave shall terminate no later than thirty (30) consecutive calendar days after the beginning of the leave, or at such earlier time as provided below:

- A. Upon the granting of a workers' compensation claim. Should, however, benefits be paid under workers' compensation for any of the above period, the Employer will be subrogated any monies the employee received from workers' compensation.
- B. When the employee is released by his or her physician to return to work.
- C. At such time that the employee is declared capable of performing his or her normal duties by a physician appointed by the Employer.

**Section 3.** If, prior to release for normal duties, it is determined by a physician that the employee is capable of performing limited work assignments, the employee shall immediately report for duty under the conditions set forth in the physician's certificate. The Sheriff reserves the right to accept or reject said limited duty assignment.

- A. Any limited assignments of duties shall be reviewed each thirty (30) calendar days to determine if the employee is capable of resuming normal, unlimited duties.

#### **ARTICLE 34 SHIFT PREFERENCE**

**Section 1.** All bargaining unit members may submit a written application to their division commander indicating their first and second preference for shift assignment. During the first full week in November, and the first full week in May of each agreement year, where more than two (2) shifts are available, an employee may indicate additional preferences in order of priority. Such preference shall be for two (2), three (3) month increments.

- A. Each Division Commander shall post a schedule of available shifts during the application period for references by employees.
- B. Employees shall be granted such preferred shift(s) on the basis of classification seniority subject to the following:
  - At the discretion of the Employer, employees may be temporarily assigned to a shift other than their preferred shift, with a BFOQ exception to the thirty (30) day period as described in Article 34, Section 5.
  - In the event an employee has been granted vacation leave and is subsequently granted his preferred shift that is different from the previous shift, the Employer may reassign another employee to the temporary vacancy.
- C. Applications for shift preference shall be maintained on file until replaced during a subsequent application period as set forth in this section.
- D. Should a shift vacancy occur within a given division, the vacant position shall be offered to the most senior employee assigned to that division, who had applied for but did not receive assignment to the shift or vacancy during the most previous application period.

**Section 2.** Employees failing for any reason to timely submit a written application indicating their shift preference will be assigned to a shift designated by the Employer. Applications must be received by the division commander by the close of business hours (i.e., 4:00 p.m.) on the final day of the application period. Applications that have been received, time stamped, and initialed by the shift commander by such time shall be accepted as timely submitted.

**Section 3.** The Employer shall post the amended work schedule for all employees at least fourteen (14) days in advance of its implementation. Such schedules shall maintain an updated schedule between application periods, which shall be made reasonably available for review by each employee upon request. The schedule to be implemented in January and July of each agreement year shall be posted no later than the third Monday of that month.

**Section 4.** This article shall apply only to correction officers and patrol officers. All other bargaining unit members shall be excluded, including the sergeant classification, unless the sergeants initiate a request to go to permanent shifts.

**Section 5.** The Employer may temporarily transfer an employee for a period not to normally exceed thirty (30) working days. When the Employer determines that it is necessary to make a temporary reassignment within a division, the Employer shall select employees from within the division requiring the reassignment who are at work and qualified to perform the assignment.

**Section 6.** Nothing contained herein shall be interpreted as a waiver of any rights/obligations found in Article 3, Management Rights. Further, nothing contained herein shall be interpreted as a minimum staffing level and/or a guarantee of employment. Management retains the right to set/schedule work hours, staffing levels, and/or work assignments.

## **ARTICLE 35 HEALTH AND SAFETY**

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 ensure that safety rules and safe working conditions are followed by the employees.

The employees accept the responsibility to properly use and care for vehicles, equipment, and work areas in a safe and proper manner, and also accept the responsibility to follow all safety rules and safe working methods. Employees shall be responsible for reporting any unsafe or unhealthy buildings, facilities, vehicles, or equipment, and any unsafe practices by any employee of the Sheriff's Office. The employees shall have the right to grieve any violations of this health and safety article.

**ARTICLE 36**  
**DURATION OF AGREEMENT**

**Section 1.** This agreement shall be effective as of January 1, 2012, and shall remain in full force and effect through December 31, 2014, unless otherwise terminated as provided herein.

**Section 2.** If either party desires to modify, amend, or terminate this agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the termination date, nor later than ninety (90) calendar days prior to the termination date of this agreement. Such notices shall be by certified 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.

This agreement constitutes the entire agreement between the parties and all other agreements, either written or oral, or by tradition, custom, or practice, are hereby canceled.

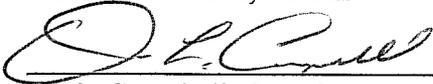
**Section 4.** However, nothing in this article shall preclude the parties from mutually agreeing to amend or modify this agreement, provided such amendment or modification is reduced to writing and signed by the parties.

SIGNATURE PAGE

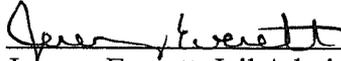
FOR THE TUSCARAWAS COUNTY  
SHERIFF'S DEPARTMENT



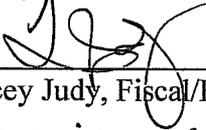
Walter R. Wilson, Sheriff



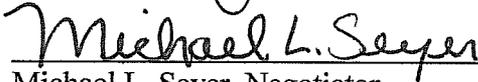
Orvis Campbell, Captain



Jeremy Everett, Jail Administrator



Tracey Judy, Fiscal/HR Officer

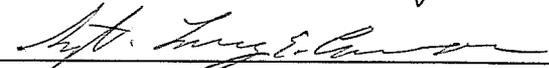


Michael L. Seyer, Negotiator

FOR THE FRATERNAL ORDER OF  
POLICE, OHIO LABOR COUNCIL

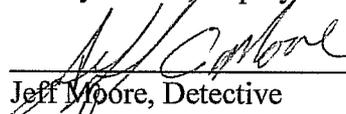


Bruce Lowery, Road Sergeant

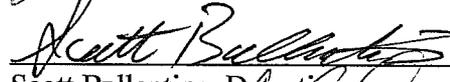


Larry Cannon, Corrections Sergeant

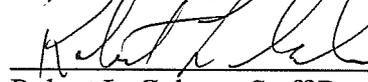
Jimmy Martin, Deputy



Jeff Moore, Detective



Scott Ballentine, Detective



Robert L. Goheen, Staff Representative