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AGREEMENT BETWEEN MEIGS COUNTY SHERIFF'S OFFICE AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

Effective April 1, 2012 – March 31, 2015

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ARTICLE 1
AGREEMENT

Section 1.1 This agreement is made and entered into by the Sheriff of Meigs County, hereinafter referred to as the "Employer," subject to the approval of the Meigs County Commissioners and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "Union." This Agreement has as its purpose: to comply with Ohio Revised Code Section 4117, to establish the wages, hours, and other terms and conditions of employment for all employees in the bargaining unit.

ARTICLE 2
UNION RECOGNITION

Section 2.1 The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, terms, and other conditions of employment for those employees of the Employer in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include all employees included in the bargaining units, described in the State Employment Relations Board Case Numbers 96-REP-07-135, 96-REP-07-136 and 01-REP-11-0285. For purposes of this Agreement, the bargaining units are deemed as follows:

Full-time Deputies
Full-time Sergeants and Lieutenants
Full-time Civilian Dispatchers

Section 2.2 All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

Section 2.3 In the event a new classification is created, the Sheriff shall meet with the Union concerning the new classification specification, and shall negotiate as to whether or not the new classification will be included in the bargaining unit. If the Employer and the Union cannot agree, they shall jointly petition the State Employment Relations Boards concerning only the new position in question. The decision by the State Employment Relations Board shall be final and binding on both parties.

ARTICLE 3
DUE CHECK-OFF

Section 3.1 The Employer and the Union agree that membership in the Union is available to all employees occupying classifications as has been determined by this Agreement to be appropriately within the bargaining units upon the successful completion of their probationary period.

Section 3.2 The Employer agrees to deduct regular Union membership dues twice each month from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper

authorization, the Employer will request the Auditor to deduct Union dues from the payroll check during the next pay period that Union dues deduction is normally made.

Section 3.3 The rate at which dues are to be deducted and a list of employees who have authorized deductions shall be certified to the Employer by the Treasurer of the Union by January 2nd of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deduction.

Section 3.4 Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement. An employee may only revoke his or her authorization for dues deduction by giving written notice to the Union and Employer with proof of service during the sixty (60) to thirty (30) day period prior to the expiration of this collective bargaining Agreement.

Section 3.5 The total amount of dues deduction and a list of all employees whose dues have been deducted shall be transmitted to the Union Treasurer within ten (10) days following the date when the deduction was made.

Section 3.6 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 pursuant to this article.

Section 3.7 It is agreed that neither the employees north the Union shall have a claim against the Employer for errors in 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. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and for no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 3.8 In the event a deduction is not made for any Union member during any particular month, the Employer, upon written verification from the Union, will make the appropriate deduction from the following pay period in which dues are normally deducted, if the deduction does not exceed the total of two (2) months' regular dues from the pay of any Union member.

The Employer will not deduct more than one (1) month's regular dues for more than one (1) consecutive month.

Section 3.9 The Employer shall be relieved from making such individual dues deductions upon:

A. Termination of employment;
B. Transfer to a job other than one covered by the bargaining unit;
C. Layoff from work;
D. An agreed unpaid leave of absence; or

E. Revocation of the check-off authorization in accordance with the terms of this Agreement.

Section 3.10 The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

ARTICLE 4
MANAGEMENT'S RIGHTS

Section 4.1 Except to the extent expressly modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all of his legal rights to manage the operations of the Sheriff Department, Meigs County, Ohio, as such rights existed prior to the execution of this or any other previous agreement with the Union. The rights of the Employer shall include, but shall not be limited to, his rights to determine the facts which are the basis of management decisions; to establish, change, or abolish policies, practices, rules, or procedures for the conduct of the Sheriff Department, its employees, and its service to the citizens of Meigs County, Ohio, consistent with the provisions of this Agreement. Such management rights shall also include, but shall not be limited to the following:

A. The right to determine and from time to time re-determine the number, locations, and relocations and types of its employees or to discontinue any performance by employees of the County of Meigs;
B. 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;
C. To establish training programs and requirements for employees within the Sheriff's Department;
D. To establish the hours of work, work schedules, and assignments; to transfer, promote, or demote as provided by applicable statutory law, for just cause; or to layoff, terminate, or otherwise relive employees from duty;
E. To continue, alter, make, delete, and enforce reasonable rules for the maintenance of discipline;
F. To suspend, discharge, or otherwise take such measures as the Employer may determine to be necessary for the orderly and efficient operation of the Sheriff's Department of Meigs County, Ohio;
G. To determine the Department budget and uses thereof;
H. To maintain the security of records and other pertinent information;
I. To determine and implement necessary actions in emergency situations;
J. To manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
K. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained; and

L. To determine the Department's goals, objectives, programs, and services, and to utilize personnel in a manner designed to effectively meet these purposes.

Section 4.2 The Employer on its behalf hereby retains and reserves unto itself all rights, power, authority, duty, and responsibility confirmed on and vested in it by the laws and Constitution of the State of Ohio and/or the United States or 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 specific express terms of this Agreement.

ARTICLE 5
UNION REPRESENTATION

Section 5.1 Union Visitation The Employer agrees that no more than two (2) non-employee officers or representatives of the Union shall be admitted to the Meigs County Sheriff's Department facilities and site during working hours upon advance notice to the Employer. Such visitations shall be to participate in the adjustment of grievances and/or to attend other meetings covered herein. Union visitations shall not disrupt the Employer's work schedule.

Section 5.2 The Employer shall recognize up to two (2) employees selected by the Union to act as Union representatives for the purpose of processing grievances. These two (2) employees shall be the Local Director and one (1) steward designated by the Union. The Union agrees that to the extent possible, Union representatives will not be from the same unit.

Section 5.3 The Local Director and/or steward may investigate and process grievances, and attend grievance step meetings with the Employer during regular working hours without loss of pay subject to the other provisions of this Agreement. Such investigations and processing of grievances shall be with proper regard to the Employer's operational needs, and such total grievance processing time shall not exceed eight (8) hours per month per each employee authorized under this article to process grievances. No Union representative shall be entitled to pay while processing grievances or attending grievance step meetings during any hours in which the employee was not otherwise scheduled to work.

Section 5.4 Rules governing the activity of the Union representatives are as follows:

A. The representatives must obtain, in advance, authorization of his/her immediate supervisor before beginning Union activities;
B. The representatives shall identify the reason for the request at the time Union activity is requested;
C. The representatives shall not conduct Union activities in any work area without notifying the supervisor in charge of the area of the nature of the Union activity; and
A. The representatives shall cease Union activities immediately upon the reasonable order of the supervisor of the area in which Union activity is being conducted or upon the reasonable order of the Union representative's immediate supervisor. If the Employer alleges that any Union representative is violating or abusing the rules of this section, he shall notify the Local Director. Upon such notice, a conference will be scheduled to resolve the matter prior to initiating any disciplinary action.

Section 5.5 One (1) duly elected delegate or alternate to the annual conventions of the Union may be granted time off without pay for the purposes of participating in such conventions.

The Union shall give the Employer advance notice of which member will be attending each convention. Such unpaid personal leave will be approved, subject to manpower requirements of the Department, upon receipt of the ten (10) days advance written notification by the Local Director.

Section 5.6 The Union shall provide to the Employer an official roster of its officers and representatives within thirty (30) days of the effective date of this Agreement. This roster will be updated within thirty (30) days of any change, and shall include the following:

A. Name;
B. Address;
C. Home telephone number; and
D. Union office held.

Employees shall not be permitted to function as Union representatives until the Union has presented the Employer with written certification of that person's selection.

Section 5.7 The Employer agrees to grant one (1) designated Union official one (1) scheduled shift off without pay per two (2) month time period for the purposes of attending Director's meetings. Such unpaid leave will be granted, subject to the manpower requirements of the Department, and subject to the following conditions:

A. Under no circumstances will the Employer be required to approve such unpaid leave, if by doing so the Employer would be requested to incur overtime or additional costs for a replacement employee;

B. In order to provide coverage, employees will be permitted to trade shifts subject to subsection A; and

C. The Union agrees to give at least seven (7) calendar days' advance notification to the Employer indicating the name of the Union official requesting such leave, the shift involved, and any arrangement for trading shifts.

Section 5.8 Bulletin Boards

A. The Employer shall provide the Union with a bulletin board for the purpose of posting Union notices, leaflets, and information.

B. All Union notices which appear on the bulletin board shall be posted and removed by the Director or steward and shall relate to items of interest to the employees. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval and must be posted on the designated bulletin board:

1. Union recreational and social affairs;
   1. Notice of Union meetings;
   2. Union appointments;
2. Notice of Union elections;
3. Results of Union elections;
4. Reports of nonpolitical standing committees and independent nonpolitical arms of the Union; and
   7. Publications, rulings, or policies of the Union.

All other notices of any kind not covered in Subsection 1 through Subsection 7 above must receive prior approval of the Employer or its designated representative.

C. Union literature shall not contain libelous, scurrilous, or derogatory attacks upon the Employer or other County officials, or employees, named or unnamed. Literature distributed or displayed inside or upon the facilities of the Sheriff's Department shall not contain opposition to or the promotion of a candidate for public office.

D. Any employee found violating the provisions of this article shall be subject to appropriate disciplinary action. Any violation of the provisions of this article by the Union or any representative thereof may result in suspension, revocation of its bulletin board privileges, and/or removal of the Union bulletin boards.

ARTICLE 6
NO STRIKE/NO LOCKOUT

Section 6.1 The Employer and the Union recognize that a strike would create a clear and present danger to the public health, safety, and welfare, and that the Agreement provides machinery for the orderly resolution of grievances. The Union, therefore, agrees that there shall be no interruption of services by the employees because of any work slowdown, sick call, strike, sympathy strike, or other concerted effort which affects the Employer or its operations during the term of this Agreement or any extensions thereof.

Section 6.2 The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of bargaining unit members during the term of this Agreement unless those employees have violated Section 6.1 of this article.

Section 6.3. If any members of the bargaining unit, either individually or collectively, engage in a work slowdown, walkout, or any other concerted effort resulting in interruption of services, the Union shall publicly denounce such violation, disclaim approval, and order all member participants to return to work immediately. Should the employees fail to immediately return to work or the Union fail to publicly denounce and disclaim approval of such violation, the Employer shall have the option of canceling any article, section, or subsection of this Agreement. Any employee who participates or promotes such strike activities as previously outlined shall be subject to immediate discipline, including discharge, and only the question of whether or not he or she did, in fact, participate in or promote such action shall be subject to appeal.

Section 6.4 Nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

ARTICLE 7
LABOR/MANAGEMENT MEETINGS

Section 7.1 In the interest of sound labor/management relations, the Union and the Employer will meet at agreeable dates and times for the purposes of discussing those matters as outlined in Section 7.2 below. No more than two (2) employee representatives of the Union, three (3) representatives of the Employer and one (1) non-employee representative of the Union shall be permitted to attend such meetings.

Section 7.2 The Union shall furnish an agenda at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

A. Discuss the administration of this Agreement;
B. Notify the Union of changes made by the Employer which may affect bargaining unit members of the Union.
C. Discuss grievances which have not been processed beyond. the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
D. Disseminate general information of interest to the parties;
E. Give the Union representative the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;
F. Discuss ways to improve efficiency and work performance; and
G. Consider and discuss health and safety matters.

Local Union employee representatives attending labor/management meetings shall not suffer a loss in pay for time spent in such meetings if held during the employee's regularly scheduled hours of work.

ARTICLE 8
GRIEVANCE PROCEDURE

Section 8.1 The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. 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 8.2 It is mutually agreed that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the employees and the Employer. Therefore the following rules apply to the processing of grievances:

A. All grievances must be processed at the proper step in the progression in order to be considered at any subsequent steps of the grievance procedure.
B. 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 any step to lapse without further appeal.

C. Any grievance not answered by management within the stipulated time limits shall be considered answered in the negative and may be advanced by the employee to the next step in the grievance procedure.

D. The number of days indicated at each level shall be considered as maximum. The time limits may, however, be extended or the steps herein waived by mutual agreement of the parties concerned, expressed in writing.

A. If any grievance is not initiated at the first step within five (5) working days after the employee knew of the event or condition upon which it is abased, or with reasonable diligence should have known of such event or condition, the grievance shall be considered waived, shall no longer be deemed a grievance, and may not be processed as such.

E. "Working days" as used in this article shall mean Monday through Friday, and shall not include Saturdays, Sundays, or days indicated as holidays pursuant to this Agreement unless calendar days are so specified.

Section 8.3 A grievance may be brought by any employee of the bargaining unit. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting each employee in the same manner, one (1) employee selected by such group may process the grievance as a group grievance provided each employee desiring to be included in the group grievance signs said grievance. In a group grievance, only one (1) of the grievants shall be guaranteed no loss of pay during processing steps provided by this article. If more than one (1) employee's testimony is necessary at an arbitration hearing held pursuant to this procedure, and the testimony is scheduled during the employee's regularly scheduled work shift, the employee shall be released for such testimony in paid status and shall return to work following completion of the testimony. No employee shall be entitled to pay for attending grievance hearing during hours in which the employee was not otherwise scheduled to work.

Section 8.4 All written grievances should contain the following information and must be filed using the grievance form mutually agreed to by the Union arid the Employer:

A. Aggrieved employee's name and signature;
B. Aggrieved employee's classification;
C. Date grievance was filed in writing;
D. Date and time grievance occurred;
E. Where grievance occurred;
F. Description of incident giving rise to the grievance; and
G. Articles and sections of Agreement alleged to be violated.
H. Resolution requested.

Section 8.5 The following procedures shall be followed in the processing of any grievance:

Step 1: In order for a grievance to receive consideration it must be presented in writing to the Sheriff or his Designee by the employee, with the steward if the employee desires, within five (5) working days of the occurrence of the event upon which the grievance is based or with reasonable diligence the grievant should have known of such event or condition. The Sheriff or his Designee shall investigate the matter and provide an appropriate answer within five (5) working days following the day on which the Sheriff or his Designee was presented the

grievance. If the Sheriff is unavailable and has not named a Designee, the time frame for filing or processing a grievance shall be held in abeyance until the Sheriff becomes available or names a Designee.

Upon receipt of the written grievance, the Sheriff or his Designee will schedule a meeting with the employee, and Director or designee if the employee desires, to be held within five (5) working days to discuss the grievance. The Director may request a non-employee representative of the OPBA to attend the meeting. The Sheriff or his designee shall give a written answer within five (5) working days following the meeting.

Step 2: Arbitration If the grievance is not satisfactorily settled at Step 1, the Union may request that the grievance be submitted to arbitration. The Union's request for arbitration must be submitted to the Sheriff within twenty-one (21) calendar days following the Sheriffs reply to the grievance at Step 1 or the grievance shall be considered resolved and the matter shall not be submitted to arbitration.

On the date a grievance is submitted to arbitration, the Union or the Employer shall also submit written request to the Federal Mediation and Conciliation Service (FMCS) for a list of nine (9) arbitrators from Ohio to be sent to each party for the purpose of selecting one (1) arbitrator to hear the case. The parties shall alternately strike the names of the arbitrators until only one (1) name remains. The party requesting the arbitration shall strike the first name. Either party may once reject the remaining name and request from the FMCS another list of nine (9) names until a mutually agreeable arbitrator is selected.

The arbitrator shall limit his decision to a specific issue outlined in a submission agreement and strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement. The arbitrator shall be without power or authority to make any decision:

A. Contrary to, inconsistent with, or modifying or varying in any way the terms of this Agreement or applicable law;
B. Concerning the establishment of wage rates not negotiated as part of this Agreement;
A. Granting any right or relief on any alleged grievance occurring at any time other than the contract period in which such right originated, or make any award based on rights arising under any previous agreement, grievances, or practices; or
B. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules, or regulations presently or in the future established by the Employer so long as such a practice, policy, rule, or regulation does not conflict with the Agreement.

In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the employee knew or should have known of the occurrence of the event or condition upon which the grievance is based in accordance with Section 9.2(E). of this article. Monetary awards resulting from suspensions or discharges shall be limited to the period of time or portion thereof during which the affected employee was suspended or discharged.

The arbitrator will make his award within thirty (30) days of the close of the hearing or within

thirty (30) days after the filing of post-hearing briefs.

Unless contrary to law, the decision of the arbitrator shall be final and binding upon management, the Union, and any employee involved in the matter.

The costs and fees of the arbitrator shall be borne by the losing party. In the event that the arbitrator's decision fails to grant the requested award of either party and represents a "split decision," the cost and fees of the arbitrator shall be borne equally by the parties. The arbitrator shall be requested to rule on the assignment of costs at the time of presentation of the award. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts.

If the arbitrator decides the grievance is non-arbitrable or decides for the Union on arbitrability but against the Union on the merits, the Union should be considered the losing party.

ARTICLE 9
DISCIPLINE

Section 9.1 No employee shall be reduced in pay or position, suspended, discharged, or removed except for just cause. Forms of disciplinary action are limited to:

A. Documented verbal warning;
B. Written reprimand;
C. Suspension without pay;
D. Reduction; or
E. Discharge from employment.

Except in cases of serious misconduct, discipline shall be applied in a corrective, progressive, and uniform manner.

Section 9.2 If the supervisor or other representative of the Meigs County Sheriff has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 9.3 Written reprimands shall cease to have force and effect twelve (12) months following their effective date providing there is no intervening disciplinary action taken during that time period.

Section 9.4 All records of suspension shall cease to have force and effect twenty-four (24) months following the date of the suspension providing there is no intervening written notice of disciplinary action during the twenty-four (24) month period.

Section 9.5 An employee shall be given a copy of any written reprimand or other written disciplinary action entered on his personnel record.

Section 9.6 Whenever the Employer determines that an employee may be suspended or terminated for disciplinary reasons, a disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. The Employer shall determine who will conduct the disciplinary conference.

Not less than twenty-four (24) hours prior to the scheduled starting time of the disciplinary conference, the Employer will provide to the employee a written outline of the charges that may form the basis for the disciplinary action, together with written notification of the date, time, and place of the hearing. The employee must choose to:

A. Appear at the conference to present an oral or written statement in his defense;
B. Appear at the conference and have one (1) Union representative present an oral or written statement in defense of the employee; or
C. Elect in writing to waive the opportunity to have a disciplinary conference.

Failure to elect or pursue one (1) of these three (3) options will be deemed a waiver of the employee's rights to the disciplinary conference. The Employer will decide what discipline, if any, is appropriate.

Section 9.7. Any employee who has been disciplined by suspension or discharge will be given a written statement describing the reason or reasons for which he or she has been suspended or discharged. In the case of suspension, he or she will be advised of the duration of the suspension. The Employer or its designee(s) may question and interview employees in the process of investigating any suspected violation without having a Union representative present.

Section 9.8 In any disciplinary meeting in which a reduction, suspension, or dismissal is likely to result, the affected employee, at his option, shall be permitted the opportunity to have a Union officer present. This provision shall not prohibit the issuing of disciplinary action if the Union officers are unavailable or if the actions of the employee are of such gravity to warrant immediate suspension or removal from duty.

Section 9.9 All grievances involving disciplinary action of a suspension, demotion, or dismissal shall be filed directly at Step 2 of the grievance procedure.

Section 9.10 Verbal warnings and written reprimands may be appealed only up through Step 2 of the grievance procedure, and shall not be arbitrable. If a verbal warning or written reprimand is used as a basis for further disciplinary action, such warning or reprimand will be incorporated into the higher level of discipline.

ARTICLE 10
SENIORITY

Section 10.1 Two (2) types of seniority are established under this Agreement as follows:

A. "Classification seniority" is the employee's length of continuous services in his current

classification, from his last date of entry into the classification.

B. "Total seniority" is the employee's total length of continuous service with the Employer from his most recent date of hire into the bargaining unit.

Section 10.2 An employee's seniority will terminate:

A. If the employee quits;
B. If the employee retires;
C. If an employee is discharged; or
D. If the employee is laid off for a period of more than eighteen (18) consecutive months.

Section 10.3 The Employer will provide the Union with one (1) copy of a seniority list within fourteen (14) calendar days after the effective date of this Agreement and immediately following the hiring of any bargaining unit employee[s], showing the seniority of each employee in the bargaining unit by classification, and by total seniority. Any employee shall have ten (10) working days after the list is prepared and posted in the Department to protest his position on that list. If no challenge is received, the list shall be deemed accurate for the remainder of the posting period.

Section 10.4 Whenever seniority is the determining criteria to any terms and conditions contained in this collective bargaining Agreement and two (2) or more employees are tied as to the length of their applicable seniority, the following listed seniority rights shall prevail:

A. If two (2) or more employees have the same classification seniority, total seniority shall prevail.
B. If two (2) or more employees have the same total seniority, the oldest employee, by age, shall prevail.

ARTICLE 11
FILLING OF POSITIONS

Section 11.1 Whenever the Employer determines a job vacancy exists in the bargaining unit which it desires to fill, a notice of such opening, stating the job classification, job description, qualifications, and rate of pay, shall be posted on the bulletin board for seven (7) calendar days. During this period, anyone wishing to apply for the open position shall submit a written application to the Sheriff. The Sheriff shall not be obligated to consider any applications submitted after the posting period.

Section 11.2 A vacancy is defined as a job opening as a result of a promotion, transfer, resignation, discharge, termination of employment, a newly created position, or an increase in the number of jobs available in an existing classification. Whenever the Employer determines it necessary to fill such vacancies, the vacancy shall be posted in accordance with this article.

Section 11.3 All timely filed applications shall be reviewed and the position shall be awarded to the most qualified applicant, with first consideration given to qualified in-house applicants. If two (2) or more applicants have equal qualifications, the position shall be awarded to the employee applicant with the greatest seniority. The Employer maintains the right to determine

who is best qualified; however, the Union may contest through the grievance procedure such choice of candidates. The Union shall bear the burden to prove that a candidate not receiving an appointment is the best qualified.

Section 11.4 The probationary period for a newly-hired employee shall begin on the first day for which the employee receives compensation for the new classification from the Department and shall continue for a period of one (1) calendar year. The probationary period for a newly promoted employee shall begin on the effective day of the promotion and shall continue for a period of one hundred twenty (120) calendar days. The Employer shall give the individual hired, promoted, or transferred assistance to enable him to qualify for his new position. A newly-hired employee may be removed any time during his probationary period. New-hire probationary removals shall not be appealable to the grievance procedure.

A promoted employee who fails to meet the qualifications of the new position during his probationary period shall be placed in his former classification at his previous rate of pay and without loss of seniority.

Section 11.5 If a current employee is promoted by the Employer to a higher classification, his new pay rate will become effective immediately upon assignment to the classification. The position should be awarded within fourteen (14) calendar days after the end of the posting period. If the Employer is unable to fill the position within fourteen (14) days, the Employer will notify the Union.

ARTICLE 12
LAYOFF AND RECALL

Section 12.1 The Employer will notify the Union at least fourteen (14) days in advance of its intent to reduce the work force. At the time of the notice, the Employer will provide the Union with a current updated seniority list.

Section 12.2 Order of Reduction Whenever a reduction in the work force occurs, layoffs shall occur based upon the total seniority of all bargaining unit members of classifications covered in this Agreement. The Employer shall not have the discretion to determine in which classification the layoff shall occur but rather the least senior member of the combined classifications covered by this Agreement shall be laid off first. Additional lay-offs shall continue based upon the least total seniority. Before the lay-off of any bargaining unit member, all casual, temporary, new hire probationary, and part-time employees within all of the classifications covered by this Agreement shall be terminated or laid off first.

Section 12.3 Recall Rights Employees displaced from their classification through a reduction in work force shall be recalled or returned to vacancies which (1) thereafter occur in their classification in the order of their classification seniority (most classification senior employee recalled first), or (2) thereafter occur in a lower-rated classification within the Employer's bargaining unit work force for which the recalled employee is qualified by having state-required certifications necessary to perform the work, in order of their total seniority (most senior employee recalled first).

Such vacancies in the classification or other lower similarly rated classification shall not be posted and filled from within, nor shall the Employer hire from outside until such time as all qualified employees have exhausted their recall rights. Employees shall retain recall rights for a period of eighteen (18) calendar months from their effective date of displacement.

Section 12.4 Recall Notice Written notice of recall form layoff shall be sent to the employee's last known address by the Employer, by certified mail, return receipt requested. Failure of an employee to contact the Employer within five (5) calendar days after receipt of a recall notice shall constitute a forfeiture of an employee's right to recall.

Section 12.5 Reduction Severance Pay Employees displaced by a work force reduction shall be entitled, on their last date of employment, to all wages, vacation, and compensatory time pay provided by this Agreement which is due to such employees.

Section 12.6 Employee Appeals Employees displaced pursuant to the provisions of this Article shall have recourse rights based solely upon the provisions of this Agreement. No provisions of the Ohio Revised Code or the Ohio Administrative Code shall apply.

ARTICLE 13
HEALTH AND SAFETY

Section 13.1 The Employer and employees agree to maintain in safe working conditions all facilities, vehicles, and equipment furnished by the Employer to carry out the duties of each bargaining unit position.

Section 13.2 Adequate first aid equipment will be provided.

Section 13.3 Any employee subjected to an unsafe or unhealthy working condition shall have the right to file a grievance against any such condition provided such condition is not resolved as a result of the labor/management meeting prescribed herein.

Section 13.4 The Employer agrees to provide a vehicle which is adequate for the transportation of prisoners. In case of transporting multiple persons or persons of the opposite sex, a corrections officer or additional employee will be allowed to accompany the employee doing the transport when deemed necessary by the Sheriff or his designee.

Section 13.5. The Employer agrees to schedule at least two (2) road patrol deputies per shift, twenty-four (24) hours a day.

ARTICLE 14
WORK RULES

Section 14.1 The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies, and procedures consistent with the Employer's statutory authority to regular the personal conduct of employees, and the conduct of the Employer's operations, services, programs, and business.

Section 14.2 It is the Employer's intention that work rules, policies, and directives should be interpreted and applied uniformly under similar circumstances within the group or groups of employees to whom such rules, policies, and directives are directed. Rules adopted by the Employer shall not be applied in violation of the express terms of this Agreement. The Union may challenge the reasonableness of such rules through the grievance procedure.

Section 14.3 Except in cases of emergency, such work rules, policies, and procedures will be provided to a Union-designated employee official and posted five (5) days in advance of their effective date.

Section 14.4 The Employer may, in an emergency situation, implement a work rule, policy, or procedure to rectify a situation. However, upon request of the Union, the Employer agrees to meet and confer with the Union regarding those implemented work rules, policies, or procedures.

Section 14.5 This article shall not be interpreted in any manner to relieve an employee of his responsibilities to follow normal rules and procedures of good conduct which can reasonably be expected of any public employee regardless of whether such rules and procedures have been reduced to writing.

ARTICLE 15
HOURS OF WORK

Section 15.1 This article is intended to define the normal hours of work for bargaining unit employees in order to determine eligibility for overtime. Nothing in this article shall be construed as a guarantee of work hours or as a restriction on Management's rights as specified in the management rights article herein.

Section 15.2 The work period shall begin at 12:01 a.m. on Sunday and continue for fourteen (14) consecutive calendar days (three hundred thirty-six [336] consecutive hours) ending at 12:00 midnight the second following Saturday.

Section 15.3 Each employee's work schedule shall be determined by the Employer. The normal work schedule for full-time bargaining unit employees shall consist of eighty-two (82) hours of work performed during the fourteen (14) day work period.

Section 15.4 Scheduling of shifts and days off shall be determined considering operational demands and, as far as is practicable, in accordance with seniority. Senior employees shall, as far as is practicable, be entitled to preference. During December and June of each calendar year, each employee shall submit in writing to the Sheriff or designee, a shift preference, listing a first preference, listing a first preference and one (1) alternate, and a days off preference, listing a first preference and one (1) alternate. Shift preference shall assume priority over days off preference if there is a conflict. Deputies' shifts and days off shall be scheduled as soon as practicable after receipt by the Sheriff of shift bids.

Section 15.5 To the extent practicable, employees shall not begin work prior to their normal scheduled starting time nor work beyond their normal scheduled quitting time unless overtime

has been approved by the Employer.

Section 15.6 For purposes of this Section, a "Floater Shift" is a shift that is designed to overlap two (2) existing shifts such as an 8:00 p.m. to 4:00 a.m. shift is designed to overlap a 4:00 p.m. to midnight shift and a midnight to 8:00 a.m. shift. An employee assigned to a "Floater Shift" shall not have their work schedule altered more than four (4) hours on less than twenty-four (24) hours notice. (i.e. a Floater Shift of 8:00 p.m. to 4:00 a.m. may, with at least twenty-four (24) hours notice, be required to alter their shift to either 4:00 p.m. to midnight or midnight to 8:00 a.m.)

ARTICLE 16
OVERTIME

Section 16.1 Bargaining unit employees shall receive overtime pay for all hours worked in an overtime status, subject to the provisions of this article. Overtime status shall be defined as assigned and approved hours actually worked in excess of eighty-five (85) hours per fourteen (14) consecutive calendar day work period.

Section 16.2 For purposes of determining an employee's eligibility for overtime, all hours actually worked by the employee will be included. All other hours for which the employee is compensated but does not actually work shall not be included in determining eligibility for overtime.

Section 16.3 Employees shall be entitled to overtime payment for job-related court appearance occurring outside the employee's regularly scheduled work shift. The employee shall be entitled to payment for actual time spent in court or no less than one (1) hour of pay for each required court appearance, including appearances before the grand jury.

Section 16.4 Overtime shall not be awarded for attending any type of schooling except for mandatory in-service training.

Section 16.5 Payment for overtime hours shall be one and one-half (1½) the employee's regular hourly rate.

Section 16.6 The Employer shall make a concerted effort to equally distribute overtime opportunities by seniority, insofar as is practicable, among qualified employees in each classification. This shall be accomplished by offering the voluntary overtime in the following sequence:

1. Offered on a rotating basis by seniority to an employee who is present and going off duty;
2. Offered on a rotating basis by seniority to an employee who is scheduled to work on the shift following the overtime shift.

In the event that the overtime cannot be voluntarily filled as set forth above, it shall be assigned on a rotating basis to employees going off shift and employees coming onto the shift and each employee shall be required to work four (4) hours of overtime. No employee shall be required to

work more than twelve (12) hours in a twenty-four (24) hour period, except in cases of emergency.

In the event that overtime is offered to the off-going shift and the oncoming shift and no one takes the overtime, then a force will be applied as four (4) hours to the off-going shift and four (4) hours to the oncoming shift. Before anyone is forced to fill the shift all employees that are qualified to work overtime will be paged and given thirty (30) minutes to respond for the overtime opportunity. The overtime opportunity will be awarded to the officer with the most seniority.

Section 16.7 To the extent practicable, employees shall obtain advance approval from the Sheriff or designee before working any overtime.

Section 16.8 Employees shall be allowed the options of pay or compensatory time for overtime hours worked as follows:

A. Effective upon the implementation of this Agreement, compensatory time may be accumulated up to forty (40) hours.
B. As an employee exhausts his/her accrued compensatory time, he/she may accrue further compensatory time not to exceed forty (40) hours. Any employee who accrues compensatory time in excess of forty (40) hours shall be promptly paid for any overtime worked at the applicable rate.
C. Compensatory time utilized must be approved in advance by the employee's supervisor who may require at least three (3) working days' advance notice. Not less than one (1) hour of compensatory time shall be taken on any one (1) day.
D. Compensatory time accrues at one and one-half hours for each hours of overtime worked.
E. Upon separation from employment, each employee shall be compensated for any accrued but unused compensatory time to his credit at the then applicable rate of pay.

ARTICLE 17
REPORT-IN AND CALL-IN WORK

Section 17.1 Any employee who accepts and authorized request to work during hours outside his regularly scheduled time, excluding court duty, shall be paid in the following manner after reporting to his regular work assignment:

A. An employee called while at home and required to begin work any time more than one (1) hour prior to his regularly scheduled shift shall be guaranteed a minimum of two (2) hour of pay at his regular rate of pay for such work in addition to his regularly scheduled shift pay.
B. An employee requested to begin work any time within the one (1) hour immediately preceding the start of his regular shift shall be paid only for the time actually worked.

ARTICLE 18

SICK LEAVE

Section 18.1 All employee will receive sick leave at the rate of 4.6 hours for each eighty (80) hour in active pay status.

Section 18.2 Service for sick leave credit includes all hours in active pay status, including regular non-overtime hours worked, paid vacation, paid sick leave, etc., but not unpaid leave, unpaid suspension, or layoff.

Section 18.3 Sick leave shall be granted to an employee, upon approval by the Employer, for the following reasons:

A. Illness, injury, or pregnancy-related condition of the employee.
B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
C. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner, when such an examination cannot be scheduled during non-work hours.
D. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time, not to exceed five (5) days. One (1) of the days must be the date of the funeral.
E. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
F. Examination including medical, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.

Section 18.4 Employees will be charged for sick leave only for days upon which they would otherwise have been scheduled to work. Sick leave shall be charged in minimum units of one (1) hour.

Section 18.5 The unused sick leave of an employee shall accumulate on an unlimited basis.

Section 18.6 Sick leave may be granted to an employee upon approval of the Employer and shall be in accordance with the following:

A. All employees who are too sick or injured to report to duty, shall report this fact to the supervisor in charge not less than two (2) hours prior to the time they are scheduled to report to work on each day of absence, unless emergency conditions make it impossible. Failure to do so may result in denial of sick leave and/or appropriate disciplinary action.
B. Such reports will contain the nature of the sickness or injury and whether attended by a physician or not.
C. If the length of absence from duty cannot be determined, the employee shall cal his supervisor subsequent to each working day to allow for proper manpower adjustments.
D. All employees shall inform the employee's supervisor of the place where the employee can be contacted.
E. Within twenty-four (24) hours following return to work, all employees who use sick

leave shall be required to sign and supply to their supervisor a statement indicating the legitimacy and the reason for use of sick leave.

F. All employees having any serious contagious disease which is or may potentially be subject to being quarantined in their families shall immediately notify their supervisor and shall not report to work until released to do so by the proper authority.

G. Where sick leave of three (3) consecutive days or more is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

Immediate family shall be defined as: mother, father, sister, brother, spouse, and child.

H. For absences due to personal illness of three (3) consecutive days or more, the Employer may require a physician's certificate to the effect that the employee was unable to perform his or her duties, and that the employee is now able to return to work.

I. Employees failing to comply with sick leave rules and regulations may not be paid. The Employer may initiate investigations when an employee is suspected of abusing sick leave privileges.

B. The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical and mental capability to perform the duties of his position. If found not qualified, the employee may be placed on a job he or she can perform or on sick leave or disability separation. The cost of such examination shall be paid by the Employer.

Section 18.7 At the time of their retirement from active service with the Employer, employees with ten (10) or more years of service with the Employer shall receive a cash payment of one quarter (1/4) their accumulated but unused sick leave credit figured on a maximum accumulation of one hundred and twenty (120) days (thirty [30] days maximum). Such payment will be made only once to an employee, will be based on the employee's rate of pay at the time of retirement, and shall eliminate all sick leave credit accrued but unused at the time payment is made. Such payment shall be received within thirty (30) days following the date of retirement, provided the employee notifies the Sheriff in writing, on or before his date of retirement. For purposes of this provision retirement shall be considered that criteria established for retirement from active service with the Employer at the time of separation under the Public Employees Retirement Service (PERS). In the event of death of an employee, the payment will be made to the employee's beneficiary or to the employee's estate.

Section 18.8 Leave Donation Program The Meigs County Sheriff's Office has an Employee Leave Donation Program that exists to assist fulltime non-probationary employees who are terminally ill with a non-occupational illness or injury, or who have a terminally ill spouse or child.

A. Program Eligibility

1. Only fulltime non-probationary employees who have exhausted all other paid leave including sick leave, vacation leave, personal leave and compensatory time are eligible to receive leave donations.

1. Employees must use ten (10) consecutive days of paid leave or already be on leave without pay before they are eligible to receive leave donations. To be eligible for

the program, employees must request and receive this Sheriff's approval for a leave of absence without pay for medical reasons. The Sheriff may authorize an exception to this rule when an employee is continuing to work partial hours while sharing care of a terminally ill spouse or child.

2. Eligibility ceases immediately if the employee becomes eligible or is eligible for any other retirement or disability program.

B. Program Regulations

1. Employees are eligible to receive a maximum of six (6) months (1040 hours) for personal benefit. Employees are eligible to receive three (3) weeks (120 hours) for any one eligible dependent.
2. Employees cannot accrue vacation leave or personal leave through donations.
1. There is no wage rate attachment for any leave donation. The receiving employee receives his base rate of pay for a maximum of eighty (80) hours per pay period. Employees who receive leave donations receive them in maximum increments of eighty (80) hours. The Sheriff's Administrative assistant ensures that the receiving employee's attendance records reflect "contributed leave" for time the employee receives through the program.
2. The Sheriff decides eligibility for the program and his decision is final. All leave rules and procedures remain in effect for employees using leave donations. Falsification of any document is cause for discipline including dismissal and for requiring restitution of any donations already received by the employee.
3. At the conclusion of a leave of absence without pay, in which the employee has received leave donations, the employee must return to work or the Sheriff may deem the employee absent without leave according to the leave without pay for illness or injury policy.

C. Program Application

1. An employee who meets eligibility requirements must complete a memorandum requesting application to the Employee Leave Donation Program. Along with the memorandum, the employee must submit a physician's statement verifying the terminal nature of the injury or illness and the need for the employee's presence for care of the spouse or child. The employee must submit a physician's statement biweekly after initial acceptance to the program.
1. If the employee is unable to complete the application due to incapacitation, the employee's relative or agent may submit an application for him. A physician's statement must accompany any application to the program.
2. Upon receipt of an application for assistance through the Employee Leave Donation Program, the supervisor forwards the paperwork to the Personnel Director through the chain-of-command.
3. The Sheriff ensures that all eligibility requirements are met. The Sheriff notifies the employee or the employees' agent of his decision when he approves or

disapproves the application.

2. Fulltime non-probationary employees who want to contribute leave must fill out an Employee Leave Request form, checking the type of leave they wish to donate and the number of hours they wish to donate. Employees must donate a minimum of eight (8) hours. Compensatory time donations are not allowable. Employees must write, "Employee Leave Donation" on the top of the form along with the employee's name that they want to receive the leave donation. Employees submit this form to the Sheriff through the chain-of-command. Contributions are irrevocable.

4. The Sheriff's administrative assistant deducts the leave credit from the contributing employees' leave balance and adds it to the balance of the employee receiving the donation.

ARTICLE 19
LEAVES AND LEAVES OF ABSENCE

Section 19.1 Leave Without Pay Employees may be granted the following types of unpaid leaves of absence:

A. Medical Leave: A physically incapacitated employee may request a medical leave. A medical leave may be granted for a period of up to two (2) years (which includes Family and Medical Leave) when the medical disability continues beyond accumulated sick leave rights and provided the employee is either:

1. Hospitalized or institutionalized;
2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
3. Is declared incapacitated for the performance of the duties of his or her position by a licensed physician designated by the Employer.

It is the employee's responsibility to request a medical leave and such leave is not granted automatically when the employee's sick leave has expired. Time spent on disability leave and/or Family and Medical Leave prior to a disability separation shall be considered part of the two (2) year time period.

B. Disability Leave: An employee may request a leave of absence without pay for disability purposes by submitting such request in writing to the Employer, subject to the rules for leaves of absence in this Agreement. The term of a disability leave and Family and Medical Leave may coincide.

An employee is entitled to unpaid disability leave if declared incapacitated for the performance of the duties of his position by a licensed physician designated by the Employer. It is the employee's responsibility to request a disability leave since such leave is not granted automatically when the employee's sick leave has expired.

When an employee is ready to return to work, he shall furnish a statement by his attending physician certifying the employee is able to return to work.

In all other respects the employee is subject to the rules for leaves of absence in Article 21 of this Agreement.

C. Personal Leave: The Employer may grant a leave of absence 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 employee shall include all pertinent information relating to the need for a personal leave of absence with his request for leave.

D. Authorization for Leave: The authorization of a leave of absence without pay is a matter or administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be granted for the purpose of working another job. A leave of absence shall be requested on the standard Request for Leave form.

E. Sick Leave Credit and Vacation Credit During Leave: An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

B. Abuse of Leave: If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

G. Reinstatement From Leave: Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis, unless otherwise determined by the Employer. An employee may contact the Employer prior to the expiration of said leave, and be granted a reasonable extension for a justifiable cause, within the various maximum time limits established under this article.

H. Insurance Premiums During Leaves: Except as specifically provided in Section 21.2-Family and Medical Leave, where an employee has requested and been granted a medical leave, disability lave, or a personal leave for medical reasons, the Employer shall continue its contribution to the employee's health insurance benefit program for three (3) additional insurance premium payments following the date of approval of the leave, at rates in accordance with the terms of Article 24-Insurance, provided the employee makes advance arrangements with the Employer for the payment of the employee's share of the costs.

Section 19.2 Family and Medical Leave (FML)

A. Pursuant to the Family and Medical Leave Act of 1993, Family and Medical Leave (FML) may be granted to an employee who has been employed for at least twelve (12) months by the Employer and has provided at least 1,250 hours of service during the twelve (12)

months before the leave is requested. The FML may be granted up to a total of twelve (12) weeks during any twelve (12) month period for the following reasons:

1. Because of the birth of a child of the employee or placement for adoption or foster care of a child with the employee;
2. In order to care for the spouse, child, parent, or one who stood in place of a parent of the employee, if such spouse, child, parent or *in loco parentis* has a serious health condition; or
3. Because of a serious health condition that makes the employee unable to perform the essential functions of the employee's position.

B. The employee must provide the Employer with thirty (30) days advance notice of FML, or such notice as is practicable if thirty (30) days notice is not possible. The employee must provide the Employer with certification of the condition from a health care provider. The Employer, at Employer expense, may require a second opinion on the validity of the certification. Should a conflict arise between health care providers, a third and binding opinion, at Employer expense, may be sought. An employee seeking FML must first use all accrued sick leave, vacation leave, injury leave (if applicable), and paid holiday to the employee's credit, prior to being granted an FML. The total amount of FML paid and unpaid shall not exceed a total of twelve (12) weeks during the twelve (12) month period measured forward from the date the employee's FML began. In any case in which a husband and wife entitled to family leave are both employer by the Employer, the aggregate number of work weeks of leave to which both may be entitled may be limited to twelve (12) weeks during any twelve (12) month period if such leave is taken because of the birth of a child or placement for adoption or foster care of a child or to care for a sick parent who has a serious health condition. In the event of the continuation, reoccurrence or onset of a serious health condition after the employee has exhausted the twelve (12) weeks of FML as provided in this section, the employee may request an unpaid medical or personal leave in accordance with Section 21.1 – Leave Without Pay. The employee will be responsible for his share of the health insurance cost during the FML, in accordance with payment procedures established by the Employer. If the employee does not return from the FML, he is responsible for the total insurance premium paid by the Employer. The employee shall be responsible for payment of the full cost of the employee's life insurance coverage while on FML.

C. It is intended that this Article comply with the Family and Medical Leave Act of 1993 and the Employer may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this article.

Section 19.3 Leaves With Pay Employees may be granted the following types of paid leaves of absence:

A. Jury Duty Leave: A fee or expense reimbursement paid to an employee for serving on any municipal, County, or federal jury, shall be remitted to the Employer and said employee's regular pay will not be adjusted by reason of service performed, unless such duty is performed totally outside of normal working hours. An employee released from jury duty prior to the end of his scheduled workday shall report to work for the remaining

hours, except that an employee who is required to service a jury for a period of six (6) or more hours abutting his regularly-scheduled afternoon shift shall not be required to report for work that day and shall suffer no loss of pay as a result. However, employees who take their afternoon shift off shall be required to turn in 'to the Employer any jury duty pay received. If the employee works their full afternoon shift, the employee may keep jury duty pay in addition to regular pay earned.

The Employer shall not pay an employee who appears in court for criminal or civil cases when the employee is plaintiff or defendant. However, in situation in which the employee is subpoenaed to appear as a witness and as a good citizen of the community, payment of lost wages will be made under Section 21.1 of this article.

B. Military Leave: All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal 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 for periods not to exceed a total of one hundred seventy-six (176) hours in any one calendar year. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one (1) continuous period of time. Employees who are members of those components listed above will be granted emergency leave for mob, riot, flood, civil defense, or similarly 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. This provision in no way abrogates a veteran's present or future rights.

C. The Employer will provide the employee on a monthly basis with documentation detailing the accrued amount of paid leave to the employee's credit for each type of leave. An employee may request to see the current paid leave status any time during the month.

ARTICLE 20
VACATIONS

Section 20.1 Vacation Crediting All fulltime employees will be entitled to vacation leave with pay as follows:

Years of Service
After one (1) year
Eight (8) or more years
Fifteen (15) or more years Twenty-five (25) or more years

Bi-weekly Rate 3.1 hours 4.6 hours 6.2 hours 7.7 hours

Annual Rate
80 hours - 2 weeks 120 hours - 3 weeks 160 hours - 4 weeks 200 hours - 5 weeks
Vacation leave shall accrue at the above rates of appropriate hours each biweekly pay period.

Section 20.2 Vacation Usage Vacation may be taken in units of not less than one (1) day. An employee shall have the right to take prescheduled vacations according to his or her classification seniority, subject to the scheduling requirements of the Department and in accordance with the selection procedure of Sections 22.3 and 22.4 of this article.

Section 20.3 Non-prescheduled Vacations An employee requesting a one (1) day non-prescheduled vacation must submit his request to his immediate supervisor at least three (3) workdays prior to commencement of such leave. Any request of a vacation of more than one (1) day must be submitted one (1) workweek prior to commencement of such leave. All vacation requests are subject to the approval of the Employer. This provision may be waived at the discretion of the Employer.

Section 20.4 Vacation Scheduling The order of selecting a prescheduled vacation shall be by classification seniority, and non-prescheduled vacations shall be on a first come/first served basis. No more than two (2) employees covered hereunder on each respective shift in different classifications nor more than one (1) employee per shift in a single classification shall be permitted vacation leave at any one time unless authorized by the Employer. In order to be granted preference hereunder, requested prescheduled vacation time must be submitted to the employee's immediate supervisor by April 15 of each calendar year.

Section 20.5 Vacation Accumulation Effective upon the implementation of this Agreement, vacation leave shall be taken by an employee between the year in which it was accrued and the employee's next anniversary date of employment unless this period is less than twelve (12) months, in which case the vacation shall be taken between the year in which it was accrued and the next calendar year (i.e., 1998). Employees who have multiple years' accumulation of vacation at the implementation date of this Agreement, shall not lose such accumulation and shall be permitted to carry over such excess leave until it is utilized. However, in no event shall any employee with existing multiple years of accumulation be permitted to carry over more vacation than the employee had to their credit at the effective date of this Agreement.

Section 20.6 Recall to Duty Employees on vacation may be recalled to duty only for true emergency situations.

Section 20.7 Holidays Occurring During Vacation Holidays enumerated in this Agreement shall not be charged to an employee's vacation leave.

Section 20.8 Separation Pay Upon separation from the Employer's payroll, an employee shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of separation up to three (3) years' maximum accumulation. In case of death of an employee, such unused vacation leave shall be paid to his or her estate or to a designated beneficiary.

ARTICLE 21
HOLIDAYS

Section 21.1 All employees shall be entitled to at least eight (8) hours of holiday pay for each of the following holidays:

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

Section 21.2 Effective upon execution of this Agreement, all employees who are required to work on any of the holidays set forth above shall be compensated at one and one-half (1-1/2) times their regular rate of pay for all hours worked on those days plus the at least eight (8) hours of holiday pay. An employee required to work on a holiday shall be paid holiday pay for each hour of his regularly scheduled shift. A regular eight (8) hour shift earns eight hours of holiday pay; a regular ten (10) hour shift earns ten hours of holiday pay etc.

ARTICLE 22
INSURANCE

Section 22.1. The Employer shall continue to provide all employees in the bargaining unit with health insurance at the present or substantially equivalent benefit levels, both single and family coverage, subject to the provisions of the following:

For the plan year effective August 1, 2012 – July 31, 2013, for medical/prescription benefits, the Employer shall continue to contribute to each employee's HRA account the full amount of the family deductible for employees with family coverage and the full amount of the single deductible for employees with single coverage as was done the previous plan year.

Effective August 1, 2013, for medical/prescription benefits, the employer shall contribute to each employee's HRA account annually in the amount of 50% of the family deductible for employees with family coverage and 50% of the single deductible for employees with single coverage. This shall be paid at the commencement of each plan year. Such annual plan year contribution shall be limited to the extent that such contribution does not push the HRA account of a family coverage employee over the family deductible for that plan year and does not push the HRA account of a single coverage employee over the single deductible for that plan year. In such cases the employer shall contribute up to said maximum deductible amounts. For example, if after a plan year, an employee with family coverage has $6,000.00 in his HRA and the family deductible for the next year is $8,000.00, the employer shall contribute $2,000.00 in that employee's account at the beginning of the plan year instead of $4,000.00. Additionally, if charges are paid or are to be paid in the subsequent plan year for services rendered during the previous plan year, the employee's HRA amount for assessing the employer's contribution for such subsequent plan year shall be less such charges and the employer's contribution shall be

increased in the amount of such charges. The parties stipulate that the full balance of each employee's HRA account carries over from year to year and shall not be forfeited to the Employer, such shall be subject to law.

Effective April 1, 2012, employees with family coverage shall pay $110 of the health insurance premium and employees with single coverage shall pay $25 of the health insurance premium.

Effective April 1, 2013, employees with family coverage shall pay 15% of the health insurance premium (medical/prescription, vision and dental). Effective April 1, 2013, employees with single coverage shall pay 15% of the health insurance premium (medical/prescription, vision and dental).

Section 22.2. The Employer shall continue to provide all employees in the bargaining unit life insurance at the present or substantially equivalent benefit levels. Effective April 1, 2013, employees shall pay 15% of the premium.

ARTICLE 23
WAGES

Section 23.1 The following pay scale will be used to compensate Deputies:

	Effective January 1, 2011	Effective April 1, 2012	Effective April 1, 2013	Effective April 1, 2014
Deputies				
0-3 years	$11.48	$11.48	$11.73	$12.23
3-4 years	$11.90	$11.90	$12.15	$12.65
4-5 years	$12.31	$12.31	$12.56	$13.06
5-6 years	$12.72	$12.72	$12.97	$13.47
6-7 years	$13.13	$13.13	$13.38	$13.88
7-8 years	$13.55	$13.55	$13.80	$14.30
8-9 years	$13.96	$13.96	$14.21	$14.71
9-10 years	$14.36	$14.36	$14.61	$15.11
10-11 years	$14.77	$14.77	$15.02	$15.52
11 and greater	$15.20	$15.20	$15.45	$15.95

Section 23.2. Sergeants shall be paid the following hourly rate:

Effective January 1, 2011	$18.20
Effective April 1, 2012	$18.20
Effective April 1, 2013	$18.45
Effective April 1, 2014	$18.95

Lieutenants shall be paid three percent (3%) above the pay rate for the Sergeants.

Section 23.3. The following pay scale will be used to compensate Civilian Dispatchers:

	Effective January 1, 2011	Effective April 1, 2012	Effective April 1, 2013	Effective April 1, 2014
Dispatchers				
0-3 years	$10.57	$10.57	$10.82	$11.32
3-4 years	$10.83	$10.83	$11.08	$11.58
4-5 years	$11.11	$11.11	$11.36	$11.86
5-6 years	$11.42	$11.42	$11.67	$12.17
6-7 years	$11.73	$11.73	$11.98	$12.48
7-8 years	$12.07	$12.07	$12.32	$12.82
8-9 years	$12.41	$12.41	$12.66	$13.16
9 years and greater	$12.76	$12.76	$13.01	$13.51

Section 23.4. **Longevity Pay**. All full-time bargaining unit employees in the classification of Deputy, Sergeant or Lieutenant who have completed twelve (12) years of continuous service in the employment of the County, shall have, commencing on the anniversary date beginning their thirteenth year of service, an additional twenty cents ($.20) added to their hourly base pay effective January 1, 2005. This amount shall increase to twenty-five cents, effective January 1, 2006, and again increase to thirty cents ($.30), effective January 1, 2007. For an eligible employee, this amount is added to his/her wage rate(s) but it does not multiply. Such eligible employees who are not currently receiving the benefit shall begin receiving it on April 1, 2013.

Section 23.5. **Longevity Pay**. All full-time bargaining unit employees in the classification of Dispatcher who have completed ten (10) years of continuous service in the employment of the County, shall have, commencing on the anniversary date beginning their eleventh year of service, an additional twenty cents ($.20) added to their hourly base pay effective January 1, 2005. This amount shall increase to twenty-five cents, effective January 1, 2006, and again increase to thirty cents ($.30), effective January 1, 2007. For an eligible employee, this amount is added to his/her wage rate(s) but it does not multiply. Such eligible employees who are not currently receiving he benefit shall begin receiving it on April 1, 2013.

Notwithstanding the above language, the following employees will receive the corresponding amount of longevity pay through the life of this Agreement: Don Mohler, $.90; Brian Holman $.90, Jim Stacy $.90.

ARTICLE 24
PERS PICKUP - SALARY REDUCTION METHOD

Section 24.1 The Employer agrees to adopt a resolution permitting the Meigs County Auditor to pick-up through the salary reduction method the contributions of bargaining unit employees to the Public Employees Retirement System (PERS). The Employer shall then, if required by PERS, request approval from the Internal Review Service of the plan to ensure that such picked up contributions are deductible from the employees' gross salaries for federal tax purposes.

Section 24.2 Upon receipt of approval from PERS and/or a favorable IRS private letter ruling, if required, the Employer will request the Meigs County Auditor to report the employees' contributions to the pension fund as picked up by the Employer. The Union agrees that this method of "pick-up" is one which requires no additional outlay of monies by the Employer and agrees that the "pick-up" shall not be effective until after the Employer receives approval from PERS and the favorable IRS ruling, if required.

ARTICLE 25
SEVERABILITY

Section 25.1 Should any portion of this Agreement contained herein be declared invalid by operation of law or by a court of competent jurisdiction, such invalidation of said part or portion shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In addition, within twenty (20) calendar days following the effective date of such declaration of invalidity, the parties shall meet in an attempt to modify such provision to comply with the applicable law.

ARTICLE 26
WAIVER IN CASE OF EMERGENCY

Section 26.1 In case of a publicly declared emergency, defined as acts of God, or civil disorder declared by the President of the United States, the Governor of the State of Ohio, the Meigs County Sheriff, or the Federal or State Legislature, the following conditions of this Agreement may be suspended by the Employer:
Time limits for management's replies on grievances; and
All work rules and/or agreements and practices relating to the assignment of all employees.

Section 26.2 Upon termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance[s]) had properly progressed.

ARTICLE 27
EMPLOYEE RIGHTS

Section 27.1 Before an employee may be charged with any violation of the Rules and

Regulations for a refusal to answer questions, he shall be advised that his refusal to answer such questions will be the basis of such a charge.

Section 27.2 Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interviewing sessions shall be for reasonable periods of time, and time shall be provided for rest periods and attendance to physical necessities. Such sessions shall not normally be tape recorded; however, in the event the Employer elects to record the session, the employee may also record such session.

Section 27.3 An employee will be informed of the nature of any investigation of himself at that time prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

Section 27.4 An employee may reasonably request an opportunity to review his personal file, and add memoranda to the file clarifying any documents contained in the file. A request for copies of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

Section 27.5 Any complaint which may potentially lead to disciplinary action against an employee shall be set forth in writing and include the information which is the basis of said complaint.

ARTICLE 28
VEHICLES

Section 28.1 All full-time Deputies, Sergeants, Lieutenants, and Detectives employees assigned to road patrol will be provided a Sheriff's Department vehicle to drive to and from work and shall maintain this privilege for the duration of this Agreement under the same terms and conditions as they currently exist. All other Deputies shall be assigned a vehicle at the discretion of the Sheriff.

ARTICLE 29
UNIFORMS

Section 29.1 Effective upon commencement of employment, the Employer shall provide, at the same level as provided as of the effective date of this Agreement, uniforms and equipment for those bargaining unit employees required by the Employer to wear specific uniforms. The Employer shall determine the appropriate uniform if required to be worn by the employee; an employee shall be required to be in proper uniform upon reporting for duty.

Articles of clothing and equipment purchased by the Employer shall become the property of the County upon separation.

Section 29.2 Equipment replacement shall remain the responsibility of the party (employer or employee) who purchases same. It is understood that body armor shall be replaced by the

Department in accordance with the manufacturer's specification. Uniform and/or equipment items damaged or destroyed in the line of duty shall be replaced by the Employer at no cost to the employee.

Section 29.3 Equipment and other items not issues or required by the Employer may be utilized or worn only with the permission of the Employer or designee.

Section 29.4 The Employer shall make available to each employee on an annual basis a uniform and equipment stipend of four hundred dollars ($400). The stipend may be utilized by each employee to purchase uniform and equipment items. Any amount of the stipend not utilized by December 31 of each calendar year may be carried (limited rollover) over and added to the subsequent year's annual stipend. Any money not used within this time shall be returned to the County.

ARTICLE 30
SUBSTANCE TESTING AND ABUSE

Section 30.1 Testing

A. The parties recognize the Employer's right, where not inconsistent with this Agreement: To set standards of selection for employment.

To require employees to submit to periodic physical examinations including blood and urine tests for alcohol, illegal drugs, or the misuse of legal drugs upon reasonable suspicion as defined in Section 32 at the Employer's expense.

B. Drug/alcohol testing may be conducted on employees upon reasonable suspicion. Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

Observable phenomenon, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;

A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;

Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;

Information provided either by reliable and credible sources or independently corroborated;

Evidence that an employee has tampered with a previous drug test;

Facts or circumstances developed in the courts of an authorized investigation of an accident or unsafe working practice.

C. The parties recognize that it is the joint responsibility of both management and the Union:

To provide a drug free workplace, and agree to meet periodically during the life of the Agreement to discuss the implementation of this objective.

Any employee tested in accordance with Section A above may elect to also be tested at a laboratory of their choice at their own expense, at the time the sample or specimen is taken.

The rehabilitation of employees who are experiencing misuse, abuse, or addiction problems shall be attempted prior to the imposition of disciplinary action. Employees will be permitted to return to work after a licensed physician releases them to return to work and certifies they have completed the recommended prescribed treatment program.

When leaves of absence are indicated as necessary to such rehabilitation, the effected employee may utilize any accumulated available leave prior to resorting to leave without pay.

Any test results derived from tests administered above remain confidential for all purposes other than the imposition of disciplinary action.

Section 30.2 The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with their ability to work productively.

Participation in the assistance program shall be voluntary, except for those employees not terminated for a drug or alcohol misuse or abuse violation. Employees who test positive, shall be required to participate in an employee assistance program. Seeking and/or accepting assistance to alleviate an alcohol, drug or other behavioral or emotional problem will not in and of itself jeopardize an employee's job security.

Employee participation in this assistance program shall be scheduled outside the employee's scheduled workday. If scheduling does not permit this, employees can use unused sick leave or vacation leave.

Records regarding treatment and participation in an employee assistance program shall be confidential, and the records shall not be maintained in the employee's personnel file.

Expenses incurred for treatment, assistance, and/or hospitalization will be provided under the employee's health insurance, whenever possible. Participating employees will be advised of the extent of insurance coverage for the appropriate treatment, should they so request.

ARTICLE 31
TRAINING

Section 31.1 The Employer and the Union agree that the training and development of employees within the bargaining unit is a matter of importance. Consequently, the Employer

will, as funds permit, make available to all employees the training he deems necessary for the performance of the employees presently assigned duties.

ARTICLE 32
WAIVER OF STATE CIVIL SERVICE AND RELATED LAWS

Section 32.1 No section of the civil service laws contained in Ohio Revised Code sections 124.01 through 124.56 shall apply to employees of the bargaining unit, and it is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall nave no authority or jurisdiction at it relates to employees in the bargaining unit, except as prohibited by Ohio Revised Code §4117.08(B). Further, where a topic or issue is addressed in this Agreement, it will be understood that the language of the Agreement will prevail over any conflicting language including statutory language which is not specifically addressed in this Agreement but related to the topic or issue.

ARTICLE 33
DURATION OF AGREEMENT

Section 33.1. Except as otherwise provided herein, this Agreement shall be effective April 1, 2012, and shall remain in full force and effect until 12:00 midnight, March 31, 2015. Written notice of the intent to negotiate a successor Agreement shall be given no earlier than ninety (90) calendar days prior to the expiration date, nor late than sixty (60) calendar days prior to the expiration of this Agreement. Such notice shall be given in accordance with Ohio law. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

The parties waive application of R.C. 4117.14(G)(11) to the negotiations for the collective bargaining agreement following this agreement and agree that R.C. 4117.14(G)(11) shall not apply to those negotiations.

Section 33.2. 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. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or sired this Agreement.

Section 33.3. This Agreement supersedes all previous agreement (either written or oral) between the Sheriff, its employees and the Union.

ARTICLE 34
PART-TIME OFFICERS

Section 34.1 The County may utilize one part-time officer for every two bargaining unit members. The part-time officer must be certified under the laws of the State of Ohio and properly trained and qualified pursuant to the standards existing in the Meigs County Sheriff's Office.

Section 34.2 Part-time officers will not be utilized to perform any reimbursed extra duty overtime unless first offered to full-time officers, this includes volunteer work.

Section 34.3 All unscheduled overtime opportunities will first be offered to all full-time officers before it being filled by the utilization of part-time officers.

Section 34.4 Before any full-time officers may be laid off, all part-time officers shall first be laid oft and all full-time officers shall be called back to work before any part-time officers. A part-time officer is not to be utilized to fill in any shift during a lay-off.

Section 34.5 All part-time officers will initially be paid at the entry-level rate of pay for full-time officers, regardless of their experience.

Section 34.6 All special duty callouts and regularly scheduled special duty work (i.e. EV Tech, Traffic investigations, Detective duties), and all work that is funded by specialty grants (i.e. DUI enforcement) will be offered first to full-time employees.

SIGNATURE PAGE

FOR THE MEIGS COUNTY SHERIFF:

Keith Wood, Sheriff

Commissioner Michael Bartrum

Commissioner Randy Smith

Commissioner Tim Ihle

FOR OHIO PATROLMEN'S BENEVOLENT ASSOCIATION:

Mark Volcheck, OPBA Attorney

Representative Mark Griffin

APPROVED AS TO FORM

Colleen Williams, Meigs County Prosecutor

MEIGS COUNTY PROSECUTING ATTORNEY
COLLEEN S. WILLIAMS

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Linda Taylor
Victim's Assistance
ltaylor@meigscountyprosecutor.com

April 18, 2013

NO ENCLOSURES

State Employment Relations Board
65 East State Street
12th Floor
Columbus, OH 43215-4213

Dear Sir/Madam:

Please find enclosed the original and a copy of an executed Agreement between the Meigs County Sheriff's Office and the Ohio Patrolmen's Benevolent Association. I will appreciate it if you will file stamp the original and the copy and return the copy to me for my file.

Should you have any questions, please feel free to contact me. Thank you in advance for your anticipated cooperation.

Sincerely,

Colleen S. Williams

Colleen S. Williams

CSW/pe

Enclosure: Agreement (original & copy)

2013 APR 22 P 2:32