12-MED-09-0835
0119-02
K29719
05/20/2013

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE
ATHENS COUNTY SHERIFF'S OFFICE

AND

THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION

January 1, 2013 through December 31, 2015

SERB CASE NUMBER:

2012-MED-09-0835

TABLE OF CONTENTS

ARTICLE 1	AGREEMENT	1
ARTICLE 2	UNION RECOGNITION	1
ARTICLE 3	DUES CHECK-OFF	1
ARTICLE 4	MANAGEMENT'S RIGHTS	3
ARTICLE 5	UNION REPRESENTATION	4
ARTICLE 6	NO STRIKE - NO LOCKOUT	6
ARTICLE 7	PLEDGE AGAINST DISCRIMINATION AND COERCION	7
ARTICLE 8	LABOR/MANAGEMENT MEETINGS	7
ARTICLE 9	GRIEVANCE PROCEDURE	8
ARTICLE 10	DISCIPLINE	11
ARTICLE 11	SENIORITY	13
ARTICLE 12	FILLING OF POSITIONS	14
ARTICLE 13	LAYOFF AND RECALL	15
ARTICLE 14	HEALTH AND SAFETY	16
ARTICLE 15	SUBCONTRACTING OUT	17
ARTICLE 16	WORK RULES	17
ARTICLE 17	PAY CHECKS	18
ARTICLE 18	HOURS OF WORK	18
ARTICLE 19	OVERTIME	19
ARTICLE 20	REPORT-IN AND CALL-IN WORK	20
ARTICLE 21	SICK LEAVE	21
ARTICLE 22	LEAVES AND LEAVES OF ABSENCE	22
ARTICLE 23	PERSONAL LEAVE	27
ARTICLE 24	HOLIDAYS	28
ARTICLE 25	VACATIONS	29
ARTICLE 26	INSURANCE	30
ARTICLE 27	WAGE SCHEDULE	31
ARTICLE 28	DRUG/ALCOHOL TESTING	33
ARTICLE 29	SEVERABILITY	35
ARTICLE 30	WAIVER IN CASE OF EMERGENCY	36
ARTICLE 31	EMPLOYEE RIGHTS	36
ARTICLE 32	UNIFORMS AND EQUIPMENT	37
ARTICLE 33	DONATION OF SICK LEAVE	37
ARTICLE 34	APPLICATION OF CIVIL SERVICE	40
ARTICLE 35	FIREARM UPON RETIREMENT	41
ARTICLE 36	DURATION OF AGREEMENT	41
SIGNATURE PAGE		42

ARTICLE 1
AGREEMENT

Section 1.1 This Agreement is made and entered into by the Athens County Sheriff's Office, hereinafter referred to as the "Employer," subject to the approval of the Athens 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's Case Number 98-REP-05-0110. For purposes of this Agreement, the bargaining units are deemed as follows:

1. Deputy Sheriffs and Transportation Officers

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 Board 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
DUES CHECK-OFF

Section 3.1 The Employer and the Union agree that membership in the union is available to all employees occupying classifications 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/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. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3.7 It is agreed that neither the employees nor 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's Office, Athens 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's Office, its employees, and its service to the citizens of Athens 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 Athens;
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 Office;
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 relieve employees from duty for lack of work or other legitimate reason;
E. To continue, alter, make, 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 Office of Athens County, Ohio;
G. To determine the Sheriff's Office 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 Sheriff's Office 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 conferred on and vested in it by the laws and Constitution of the State of Ohio and/or the United States of America.

The exercise of any such right, power, authority, duty, or responsibility by the Employer and the adoption of such rules, regulations, policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the 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 Athens County Sheriff's Office facilities and sites 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 three (3) employees selected by the Union to act as Union representatives for the purpose of processing grievances. These three (3) employees shall be the Local Director and two (2) stewards designated by the Union.

Section 5.3 The Local Director and/or stewards 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 time 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;
D. 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 Sheriff's Office, 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 Sheriff's Office, 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 required 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;
C. The Union agrees to give at lease seven (7) calendar days advance notification to the Employer indicating the name of the Union official requesting such leave, the shift involved, and any arrangements 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;

2. Notice of union meetings;
3. Union appointments;
4. Notice of union elections;
5. Results of union elections;
6. Reports of non-political standing committees and independent non-political 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 his 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 Office 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, or revocation of its bulletin board privileges, and/or removal of the Union Bulletin Board.

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 his 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/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 Employees right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

ARTICLE 7
PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 7.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination based upon age, sex, race, color, creed, national origin, disability, religion, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 7.2 All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 7.3 The Employer agrees not to interfere with the rights of eligible employees to become members of the Union, and there shall be no discrimination, interference, restraint, coercion, or reprisal by any Employer representative against any employee in the bargaining unit because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union.

Section 7.4 The Union recognizes its responsibility as bargaining agent and agrees to equally represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

Section 7.5 The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

ARTICLE 8
LABOR/MANAGEMENT MEETINGS

Section 8.1 In the interest of sound labor/management relations, the Union and the Employer will meet at agreeable dates and times for the purpose of discussing those matters as outlined in Section 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 8.2 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 regular scheduled hours of work.

ARTICLE 9
GRIEVANCE PROCEDURE

Section 9.1 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 9.2 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.
E. If any grievance is not initiated at the informal step within five working (5) days after the employee knew of the event or condition upon which it is based, 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.
F. "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 9.3 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 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 hearings during hours in which the employee was not otherwise scheduled to work.

Section 9.4 All written grievances should contain the following information and must be filed using the grievance form mutually agreed to by the Union and the Employer:

A. Aggrieved employee's name and signature;
B. Aggrieved employee's classification;
C. Date grievance was first discussed with immediate supervisor;
D. Name of supervisor with whom grievance was discussed;
E. Date grievance was filed in writing;
F. Date and time grievance occurred;
G. Where grievance occurred;
H. Description of incident giving rise to the grievance;
I. Article and Sections of Agreement alleged to be violated; and
J. Resolution requested.

Section 9.5 The following procedures shall be followed in the processing of any grievance:

Step 1. An employee who has a grievance shall take it up verbally with his immediate supervisor. In order for a grievance to receive consideration it must be presented 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 supervisor and the employee shall document the date and time the verbal discussion occurs and the general subject matter of the alleged grievance. The immediate supervisor shall investigate the matter and provide an appropriate answer within five (5) working days following the day on which the supervisor was presented the grievance.

Step 2. If the grievance is not satisfactorily settled in Step 1, the employee may appeal in writing within five (5) working days after receipt of the Step 1 answer to the Sheriff or his designated representative.

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

qualified employees have exhausted their recall rights. Employees shall retain recall rights for a period of fifteen (15) calendar months from their effective date of displacement.

Section 13.5 Retention. Employees who bump into a lower rated classification, whether from inside outside the bargaining unit, will be paid at the same wage step level of the classification into which he bumps that is closest to the wage step level of the classification from which he is laid off.

Section 13.6 Recall Notice. Written notice of recall from 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 seven (7) calendar days after receipt of recall notice shall constitute a forfeiture of an employee's right to recall. An employee who is recalled must return to work within fourteen (14) calendar days upon contacting the Employer.

Section 13.7 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 are due to such employees.

ARTICLE 14
HEALTH AND SAFETY

Section 14.1 The Employer and employees agree to maintain in safe working condition all facilities, vehicles, and equipment furnished by the Employer to carry out the duties of each bargaining unit position.

Section 14.2 Adequate first-aid equipment will be provided.

Section 14.3 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 14.4 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, or an additional employee will be allowed to accompany the employee doing the transport when deemed necessary by the Sheriff or his designee.

Step 3. Appeal. If the grievance involves discipline and is not satisfactorily settled at Step 2, the Union may request that the grievance be submitted to the State Personnel Board of Review and the employee shall utilize the appeal procedures in accordance with the rules of that body.

As to all other grievances, including those that the State Personnel Board of Review does not have jurisdiction, the grievance shall be submitted to arbitration.

Arbitration. The Union's request for arbitration must be submitted to the Sheriff within thirty (30) calendar days following the Sheriff's reply to the grievance at Step 2 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 FMCS Area #15 (Ohio) (National Academy of Arbitration, Ohio only) 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 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;
C. 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
D. 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 suspension or greater, 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 shall be limited to the period of time or portion thereof during which the affected employee was suspended.

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 nonarbitrable or decides for the Union on arbitrability but against the Union on the merits, the Union should be considered the losing party.

ARTICLE 10
DISCIPLINE

Section 10.1 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 with or without pay;
D. Reduction; or
E. Discharge from employment.

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

Section 10.2 If the supervisor or other representative of the Athens County Sheriff's Office 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 10.3 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 10.4 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. However, if evidence or testimony is introduced representing that the employee has had a clean work record during his employment, the Employer may raise the employee's prior disciplinary history to refute such evidence or testimony.

Section 10.5 An employee shall be given a copy of any written reprimand, or other written disciplinary action entered on his personnel record.

Section 10.6 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 action including, if possible, identification of the specific rules/policies/procedures alleged to have been violated, 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 Union representative present an oral or written statement in defense of the employee;
C. Elect in writing to waive the opportunity to have a disciplinary conference.

Failure to elect or pursue one of these three 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 10.7 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 including, if possible, the identification of the specific rules/policies/procedures violated.

In the case of suspension, he/she will be advised of the duration of the suspension.

The Employer or his designee(s) may question and interview employees in the process of investigating any suspected violation without having a Union representative present.

Section 10.8 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 officer is unavailable or if the actions of the employee are of such gravity to warrant immediate suspension or removal from duty.

Section 10.9 All grievances involving disciplinary action of a suspension, demotion, or dismissal shall be filed directly at Step 2 of the Grievance Procedure.

Section 10.10 Verbal warnings and written reprimands still open 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 11
SENIORITY

Section 11.1 Total seniority established under this Agreement is as follows:

A. "Total Seniority" is the employee's total length of continuous service with the Athens County Sheriff's Office. Wherever the term "seniority" is used in this Agreement, it shall mean "total seniority."

Section 11.2 An employee's seniority shall 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 fifteen (15) consecutive months.

Section 11.3 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 every one (1) year thereafter, showing the seniority of each employee in the bargaining unit. Any employee shall have ten (10) working days after the list is prepared and posted in the Sheriff's Office 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 11.4 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 oldest employee, by age, shall prevail.

Section 11.5 Any employee in the classification of Deputy who is promoted to another classification within the Athens County Sheriff's Office shall return to the Deputies' bargaining unit without loss of Seniority, under the following conditions:

A. In the event that the promoted Deputy fails to retain his promoted position beyond the designated probationary period;
B. In the event of a layoff in the classification to which the employee is promoted;
C. In the event that the former bargaining unit member voluntarily accepts a demotion back to the classification of Deputy; or
D. In the event that the position to which the Deputy is promoted is abolished by the Employer.

The promotional probationary period shall be one hundred eighty days for all classifications covered by this agreement.

ARTICLE 12
FILLING OF POSITIONS

Section 12.1 Whenever the Employer determines a job vacancy exists in the bargaining unit which he desires to fill, a notice of such opening, stating the job classification, job description, qualifications, eligibility requirement and rate of pay, shall be posted on the bulletin board within thirty (30) days of the vacancy occurring and shall remain posted 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 12.2 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 12.3 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 12.4 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 Sheriff's Office and shall continue for a period of one (1) calendar year. The probationary period for Transportation Officers and/or Deputy Sheriffs shall be one (1) calendar year combined, such that a total of one (1) calendar year served as either a Transportation Officer, Deputy Sheriff and/or combination of both shall complete the probationary period for both positions.

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 anytime 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 12.5 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 13
LAYOFF AND RECALL

Section 13.1 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 13.2 Order of Reduction. Whenever a reduction in the work force occurs, the Employer shall determine in which classification(s), layoffs will occur and, the following sequential order of reduction will be implemented within each classification selected by the Employer for layoff.

A. All casual, temporary, new hire probationary, and part-time employees within the affected classification shall, in that order, be terminated or laid off first.
B. Thereafter, any additional reductions in the work force shall be made in the inverse order of total seniority among the remaining employees in the classification chosen for layoff by the Employer.

Section 13.3 Bumping Rights. An employee with total seniority who is displaced from his classification by a reduction in the work force may exercise his total seniority to bump the employee with the least total seniority in 1) the classification of layoff, 2) any lower rated classification within the bargaining unit for which the bumping employee is qualified by having State required certifications necessary to perform the work without further training. The order of bargaining unit classifications ranked from highest to lowest shall be:

Deputy Sheriffs
Transportation Officers
~~Fiscal Officer (formerly Bookkeeper)~~

Any employee displaced from his classification under procedures set forth in this Article may elect to take a direct layoff rather than exercise his bumping rights. Such election shall be made at the time the layoff occurs and shall be final.

Employees shall exercise bumping rights within five (5) calendar days after receipt of a required displacement notice. Failure to exercise bumping rights within this period will cause, forfeiture of any employee's bumping rights.

Section 13.4 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 total seniority (most 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 the outside until such time as all

ARTICLE 15
SUBCONTRACTING OUT

Section 15.1 The Employer shall not contract or subcontract out any work normally performed by bargaining unit employees which directly results in layoff of those employees. The Employer shall not contract or subcontract out work that would normally be performed by bargaining unit employees during the first one year period that the bargaining unit employees are laid off

Section 15.2 This Article shall not be interpreted so as to require the Sheriff to act in any mariner contrary to any court order concerning the care, custody and control of juveniles or other prisoners.

ARTICLE 16
WORK RULES

Section 16.1 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 regulate the personal conduct of employees, and the conduct of the Employer's operations, services, programs, and business.

Section 16.2 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 16.3 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 16.4 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 16.5 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.

Section 16.6 All employees shall maintain a current valid driver's license. In the event that an employee has his or her license suspended or revoked, the employee must report such suspension or revocation to the Employer.

ARTICLE 17
PAY CHECKS

Section 17.1 Contingent upon the ability of the County Auditor's office to do so, each payroll check shall illustrate the hourly rate of pay, total straight time hours worked, total overtime hours worked, any paid sick leave, or vacation or holidays which occurred during the payroll period, and the total accrued but unused sick leave credited to the employee as of the end of that payroll period. Furthermore and contingent upon the ability of the Sheriff's Office to do so, employees shall be provided along with their payroll check a sheet showing their respective sick leave, compensatory leave and personal leave balances.

In the event that there is a discrepancy in the leave balances between the Auditor's Office and the Sheriff's Office, the records maintained by the Sheriff's Office shall control.

Section 17.2 The Employer agrees to post no less than once per month, a list of employees accumulated compensatory time.

ARTICLE 18
HOURS OF WORK

Section 18.1 The normal workweek of all employees of the bargaining unit shall be forty (40) hours per week on consecutive uninterrupted days.

Section 18.2 Scheduling of shifts and days off for employees shall be implemented in accordance with seniority and the operational demands of the Sheriff's Office. Senior employees shall have preference when bidding under Section 18.3 below.

Section 18.3 In order to facilitate changes of shifts and days off of employees, shifts will bid upon every four (4) months. Scheduling of shifts in accordance with Section 18.2 shall be completed no later than one pay period prior to the beginning of the facilitated shift changes.

Section 18.4 The shifts for all bargaining unit employees shall be defined as follows:

11:00 p.m. to 7:00 a.m.	First Shift
7:00 a.m. to 3:00 p.m.	Second Shift
3:00 p.m. to 11:00 p.m.	Third Shift

Section 18.5 It is also understood that in addition to the above shifts that there is currently other assigned hours involved to cover the days off of employees. These shall be known as Relief Shifts and the hours of work shall remain the same as is the current practice for these shifts.

Section 18.6 Notwithstanding the above, the Employer may establish additional or special shift times for new personnel or for any employee who agrees to accept the shift time. The Employer maintains the right to reasonably change employees' assigned shifts or days off to meet operational demands of the Sheriff's Office.

Section 18.7 The Employer agrees to establish a committee of three (3) supervisory level employees chosen by the Sheriff or his designee and three (3) bargaining unit member employees chosen by the Union to investigate scheduling alternatives and make its recommendations to the Employer.

ARTICLE 19
OVERTIME

Section 19.1 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 worked in excess of eight (8) hours per day or forty (40) hours per week. For the purposes of this Article, hours worked include all hours for which the employee is in paid status. Overtime shall be computed to the nearest one-sixth ($1/6^{th}$) of an hour.

Section 19.2 Employees shall be entitled to overtime payment for job related court appearances 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 three (3) hours pay for each court date, including appearances before the grand jury.

Section 19.3 Overtime shall not be awarded for attending any type of schooling except for mandatory in-service training which places the employee in overtime status pursuant to Section 19.1. However, Deputies attending training which results in a loss of all or a portion of their scheduled days off shall be given an amount of time off equal to the portion lost. This time off may be given either prior to or immediately following the training, or the Deputy may request that such time be placed in his compensatory bank for later use.

Section 19.4 Payment for overtime hours shall be one and one half (1-1/2) the employee's regular hourly rate.

Section 19.5 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 not be accumulated in excess of sixty-four (64) hours.
B. As an employee exhausts his/her accrued compensatory time, he/she may accrue further compensatory time not to exceed sixty-four (64) hours. Any employee who accrues compensatory time in excess of sixty-four (64) 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 shall 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.

ARTICLE 20
REPORT-IN AND CALL-IN WORK

Section 20.1 Any employee who accepts an 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 anytime more than one (1) hour prior to his regularly scheduled shift shall be guaranteed a minimum of two (2) hours 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 anytime within the one (1) hour immediately preceding the start of his regular shift shall be paid only for the time actually worked.

Section 20.2

A. Overtime shall be posted and/or distributed as equitably as practicable. The Employer shall maintain an overtime list on the basis of employee seniority in order to determine which employees shall be scheduled for overtime opportunities. The first available opportunity shall be offered to the first person on the overtime list. The Employer shall move down the list by seniority until the overtime opportunity is accepted. The list shall include both Sheriff Deputies and Transportation Officers.

Acceptance of the overtime offered shall cause the employee's name to be rotated to the bottom of the list. In addition, overtime properly offered and refused shall result in the employee who refused the opportunity being rotated to the bottom of the list unless the employee declined the overtime solely based on the employee being scheduled to work. The employee shall maintain his current location on the list and not be rotated to the bottom of the list, if refused during his normal work hours.

If an employee who initially accepts the overtime fails to work the assigned detail, the employee shall maintain his or her rotated position to the bottom of list. However, the opportunity foregone by the employee who originally accepted shall be reassigned in accordance with the above designated procedures. Employees who are called for overtime purposes and cannot be reached shall not be moved on the list. However, employees shall be rotated to the bottom of the list if they cannot be reached on three (3) consecutive occasions. The above procedure will be repeated each time an overtime opportunity is filled.

In the event that any overtime opportunity cannot be filled voluntarily, the overtime shall be filled mandatorily, on an equalized basis, by utilizing the overtime list starting with the least senior person and rotating upward in the same manner as set forth above.

The Employer agrees to post, no less than biweekly in conjunction with each pay period, a list of overtime offered, accepted, and/or refused by the employees.

Section 20.3

A. Special Duty shall be posted and distributed as equitably as possible. Special Duty shall be distributed and administered in accordance with this section.

The Sheriff shall maintain a list of Captains, Lieutenants, Sergeants, Sheriff Deputies and Transportation Officers on the basis of total seniority. Special Duty shall be offered to the most senior employee on the list with the least amount of special duty hours worked and/or scheduled. The list shall include the current special duty hours worked and scheduled for each employee. On January 1 of each year, the special duty hours worked and scheduled for all employees shall be reset to zero.

Special duty opportunities shall not be filled mandatorily. If any special duty opportunities are properly offered and refused by all employees, the Employer may fill said detail as he sees fit. All special duty must be approved and assigned through the above procedure by the Employer.

ARTICLE 21
SICK LEAVE

Section 21.1 All employees will receive sick leave at the rate of 4.6 hours for each eighty (80) hours in active pay status, up to a maximum accrual of fifteen (15) days each year.

Section 21.2 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 21.3 The unused sick leave of an employee shall accumulate on an unlimited basis.

Section 21.4 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, ill, or injured to report to duty, shall report this fact to the supervisor in charge not less than one (1) hour prior to the time they are scheduled to report to work on each day of absence, unless emergency conditions make it impossible.
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 call his supervisor subsequent to each working day to allow for proper manpower adjustments.
D. No sick leave in excess of five (5) days shall be granted unless the sickness, illness, or injury has been verified by a treating physician's certification.
E. All employees who use sick leave shall remain at their residence or at a physician's office. If other arrangements are made, the employee's supervisor shall be informed of the place where the employee can be contacted.

F. All employees who use sick leave shall be required to sign a statement indicating the legitimacy and the reason for use of sick leave.

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

H. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person. Immediate family shall be defined as: mother, father, sister, brother; spouse, child.

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

J. The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or 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 21.5 At the time of their retirement, employees shall receive a cash payment of one-quarter (1/4) their accumulated but unused sick leave credit figured on a maximum accumulation of two hundred and forty (240) days. Such payment will be based on the employee's rate of pay at the time of retirement and 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. In the event of death of an employee, the payment will be made to the employee's beneficiary or to the employee's estate.

ARTICLE 22
LEAVES AND LEAVES OF ABSENCE

Section 22.1 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/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. Educational Leave. An educational leave without pay may be granted for a maximum period of two (2) years for purposes of education, which would be of benefit to the Sheriff's Office by improved performance at any level; or for voluntary service in any governmentally sponsored program of public betterment.

An employee shall submit to the Employer pertinent information relating to the education for which the educational leave is requested.

C. 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 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 22 of this Agreement.

D. Unpaid 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.

E. Authorization for Leave. The authorization of a leave of absence without pay is a matter of 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 arbitrarily denied. 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.

F. 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.

G. 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.

H. 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.

I. Insurance Premiums During Leaves. Except as specifically provided in Section 22.2 - family and medical leave, where an employee has requested and been granted a medical leave, educational leave, disability leave, 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 26 - Insurance, provided the employee makes advance arrangements with the Employer for the payment of the employee's share of the costs.

Section 22.2 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 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 holidays to the employee's credit, prior to being granted a 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 leave began. In any case in which a husband and wife entitled to family leave are both employed by the employer, the aggregate number of workweeks 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 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 22.1 - 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 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 22.3 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 serve on 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 situations 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 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 as defined in section 5903.01 of the Ohio Revised Code on field training or active duty for up to twenty-two (22) eight (8) hour workdays or not to exceed 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 continuous period of time. Employees who are members of those components listed in paragraph one above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency. This provision in no way abrogates a veteran's present or future rights.

Employees who are members of those components listed above and who are called or ordered to military service for longer than a month for each calendar year, because of an executive order issued by the President of the United States or an act of Congress are entitled, during the period designated in the act or order, to a leave of absence from their respective duties and to be paid each month of that leave, the lesser of:

1. The difference between the employer's gross monthly wage or salary and the sum of the employee's gross military pay and allowances received that month; or
2. Five hundred dollars ($500.00).

C. Bereavement Leave. Any employee who has completed his probationary period shall receive the amount of pay he would have received on his regular straight time basis for up to three (3) days for funeral leave to make arrangement for, and attend, the funeral of a member of his immediate family. Funeral leave shall not be deducted from an employee's sick leave accrual.

The employee's immediate family for this purpose only shall be defined as: spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, or other person who stands in place of a parent.

An employee who has completed his probationary period shall be granted one (1) day of leave which shall not be charged to sick leave to attend a funeral of a deceased grandchild, grandparent, son-in-law, daughter-in-law, brother-in-law, or sister-in-law. If additional time is required, the employee may request, and the Employer may authorize on a case-by-case basis, the use of a designated amount of additional vacation, sick leave or compensatory time.

D. Paternity Leave. Leave for male employees may be deducted from sick leave for care of the employee's wife and family during the post-natal period. Such sick leave shall be for a maximum period often (10) consecutive workdays. Written requests for this purpose must be submitted to the Employer. All requests must be accompanied by medical documentation.

E. Injury Leave. All regular full-time employees shall be entitled to injury leave with pay, less any Worker's Compensation weekly salary benefits which he/she may be awarded by the Ohio Industrial Commission ("OIC"), for a period not to exceed one hundred eighty (180) working days. Said leave shall be granted for each injury incurred in the

performance of employment duties with the Employer, provided that the following procedures are followed:

1. In all cases of personal injury to any regular full-time Sheriff's Office employee as a result of the performance of employment duties, the employee shall complete an accident/injury investigation form and shall report such injury to the Sheriff immediately to ensure that a claim is filed with the OIC for Workers' Compensation benefits. "Immediately" shall be defined as not less than twenty-four (24) hours after the employee was injured, or as soon as practicable if an extenuating circumstance prevented the employee from complying with the filing requirement.
2. In the event that time off from work is required by the injured employee, they will be granted injury leave from the first day of injury, if the proper documentation is submitted to the Sheriff or his designee. This documentation will include, but not be limited to, a statement from the employee's physician, an Agreement covering Compensation Reimbursement, and any necessary OIC forms and other documents as may be required by the Employer. In the event that the OIC determines that the injury is not employment related, any time the employee is, or has been absent from work shall be deducted from the accrued sick leave or other earned leaves.
3. During the period of time an injured employee is being paid under this policy, all normal benefits given to regular full-time Sheriff's Office employees shall remain in force with no deductions to earned sick leave and/or vacation time.

ARTICLE 23
PERSONAL LEAVE

Section 23.1 Effective upon the-implementation of this Agreement, each non-probationary bargaining unit employee will be eligible for five (5) working days of paid personal leave subject to restrictions as follows.

Section 23.2 Personal leave utilized must be in accordance with the following guidelines:

A. A request for the use of personal leave shall be made on the designated form and shall be submitted no less than twenty-four (24) hours in advance of its intended usage. This requirement may be waived by the Sheriff or designee in cases of emergencies. A request for personal leave will not be unreasonably withheld. However, when personal leave is requested in accordance with this Section during the first nine (9) months of any agreement year, and such leave is denied and is unable to reasonably be rescheduled prior to the end of the agreement year, employees will receive payment for such denied day(s) at the conclusion of the agreement year. During the last three months of any agreement year, leave requested but denied will not be eligible for such payment. It is the employee's responsibility to request rescheduling of any such denied days.

B. Approved personal leave shall be at regular pay and may not be accumulated from year to year.

C. Personal leave must be used in one (1) day increments.

D. No more than one (1) employee per classification per shift shall be eligible to be absent as a result of the usage of personal leave, and such scheduling shall be made based upon the operational needs of the Sheriff's Office.

E. Newly hired probationary employees shall not be eligible to utilize personal leave until one (1) year following their first day of work under this Agreement.

ARTICLE 24
HOLIDAYS

Section 24.1 All employees shall be entitled to eight (8) hours of holiday pay for each of the following holidays:

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

Section 24.2 If an employee is required to work on any of the holidays listed in Section 24.1 above, he shall be entitled to pay for such time worked at one and one-half (1-1/2) times his regular base rate of pay, plus he shall receive eight (8) hours of holiday pay. Pyramiding of premium pays is prohibited. If worked, the time and one-half payment for such work shall be paid in a one lump sum check in conjunction with the last pay period in November in each year of this Agreement.

Section 24.3 In lieu of the holiday pay referenced in Section 24.1 above, any employee at his or her option may request that the holiday time be accumulated and utilized in the same manner as comp time under Article 19, Section 19.5 of this Agreement. Any holiday time earned is subject to the sixty-four (64) hour comp time cap, and it must be used in the calendar year in which it is earned.

ARTICLE 25
VACATIONS

Section 25.1 Vacation Crediting. All full-time employees will be entitled to vacation leave with pay as follows:

Years of Service	Biweekly Rate	Annual Rate
After one year	3.1 hours	80 hours – 2 weeks
Seven or more years	4.6 hours	120 hours – 3 weeks
Thirteen or more years	6.2 hours	160 hours – 4 weeks
Twenty or more years	7.7 hours	200 hours – 5 weeks

Vacation leave shall accrue at the above rates of appropriate hours each biweekly pay period.

Section 25.2 Vacation Usage. Each employee entitled to vacation will schedule the equivalent of one-half (1/2) of their annually accrued vacation entitlement in a block of consecutive days. Upon the scheduling of the aforementioned block, the balance of any vacation may be taken in units of not less than one (1) day.

An employee shall have the right to take vacations according to his/her classification seniority, subject to the scheduling requirements of the Sheriff's Office and in accordance with the selection procedure of Sections 25.4 and 25.5 of this Article.

Section 25.3 Vacation Incentive. As an incentive to encourage employees to utilize earned vacation time during the winter months, the following incentive program shall be implemented.

For each block of five (5) consecutive vacation days scheduled and used between October 1 and March 31, the employee shall earn one (1) extra day of vacation leave which shall be credited to their vacation accumulation following each. fifth consecutive day of vacation leave usage. For example, if an employee schedules one week (5 days) of vacation in January, at the end of the. five (5) days of usage the employee would be credited with one additional day of vacation. If two (2) weeks were scheduled in separate five (5) day blocks or two (2) consecutive weeks (10 days), the employee would receive two (2) additional days to their credit.

Section 25.4 Non-Prescheduled Vacations. An employee requesting a one (1) day non-rescheduled 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 25.5 Vacation Scheduling. The order of selecting a vacation shall be by total seniority. No more than two (2) employees covered hereunder on each respective shift in different classifications nor more than one (I) 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 vacation time must be submitted to the employee's immediate supervisor by April 15 of each calendar year.

Section 25.6 Vacation Accumulation. Except as permitted below, effective upon the implementation of this Agreement, employees shall only be permitted to carry over one (1) year accrual. The remainder shall be taken between the year in which it was accrued and the employee's next anniversary date of employment. 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 only until it is utilized. Once such excess accumulation is utilized then employees shall only be permitted to carry over vacation in accordance with the remainder of this Section. However, in no event shall any employee with existing multiple years of accumulation be permitted to carry over or accumulate more than three years accrual.

Section 25.7 Recall to Duty. Employees on vacation may be recalled to duty only for true emergency situations.

Section 25.8 Holidays Occurring During Vacation. Holidays enumerated in this Agreement shall not be charged to an employee's vacation leave.

Section 25.9 Separation Pay. Subject to Section 25.6, 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 but in no event more than three (3) years maximum accumulation. In case of death of an employee, such unused vacation leave shall be paid to his estate or to a designated beneficiary.

ARTICLE 26
INSURANCE

Section 26.1 The Employer shall continue to provide benefits substantially equivalent to the level of benefits currently provided. Such policy shall include $250,000.00 Major Medical Insurance coverage.

The Employer shall pay ninety (90%) percent of the total single premium for hospitalization insurance for employees not having similar coverage elsewhere, and employees opting for single coverage hospitalization shall pay ten (10%) percent via payroll deduction.

The Employer shall pay eighty (80%) percent of the total family premium for hospitalization insurance for employees not having similar coverage elsewhere, and employees opting for family coverage hospitalization shall pay twenty (20%) percent via payroll deduction.

Section 26.2 The Employer agrees to provide, at no cost to the employee, a $25,000.00 term life policy for bargaining unit employees.

Section 26.3 The Employer agrees to maintain and provide dental and optical insurance policies substantially equivalent to, and to be paid based upon, the same percentage of contribution that was in effect upon the adoption of this Agreement.

ARTICLE 27
WAGE SCHEDULE

Section 27.1 Effective the first day of the pay period after December 31, 2012, the following wage and pay steps shall be effective (two percent (2%) wage increase from the new wage scale for purposes of this Agreement as stated below):

New wage scale to be used for purposes of the wage increases:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Deputy Sheriff	14.40	15.69	16.97	18.26	19.55	20.84
Burba		17.48	18.26	18.91	19.55	20.84
Kulchar	17.14	17.48	18.26	18.91	19.55	20.84
Poston		15.35	16.31	17.81	19.55	20.84
Tomsha	14.40	15.35	16.31	17.81	19.55	20.84

Wage Scale effective the first day of the pay period after December 31, 2012:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Deputy Sheriff	14.69	16.00	17.31	18.63	19.94	21.26
Burba		17.83	18.63	19.28	19.94	21.26
Kulchar	17.14	17.83	18.63	19.28	19.94	21.26
Poston		15.66	16.64	18.17	19.94	21.26
Tomsha	14.69	15.66	16.64	18.17	19.94	21.26

Section 27.2 Effective the first day of the first pay period after December 31, 2013, all wage steps set forth above shall be increased by two percent (2%).

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Deputy Sheriff	14.98	16.32	17.66	19.00	20.34	21.69
Burba		18.19	19.00	19.67	20.34	21.69
Kulchar	17.48	18.19	19.00	19.67	20.34	21.69
Poston		15.97	16.97	18.53	20.34	21.69
Tomsha	14.98	15.97	16.97	18.53	20.34	21.69

Section 27.3 Effective the first day of the first pay period after December 31, 2014, all wage steps set forth above shall be increased by two percent (2%).

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Deputy Sheriff	15.28	16.65	18.01	19.38	20.75	22.12
Burba		18.55	19.38	20.06	20.75	22.12
Kulchar	17.83	18.55	19.38	20.06	20.75	22.12
Poston		16.29	17.31	18.90	20.75	22.12
Tomsha	15.23	16.29	17.31	18.90	20.75	22.12

Section 27.4 Employees in the classification of Deputy Sheriff shall be assigned to the appropriate pay steps and wage rates based on the length of continuous service in the classification as follows:

Step 1 - Starting Wage Rate
Step 2 - After completion of six (6) months service in the classification
Step 3 - After completion one (1) year of service in the classification
Step 4 - After completion of two (2) years of service in the classification
Step 5 - After completion of three (3) years of service in the classification
Step 6 - After completion of four (4) years of service in the classification

Section 27.5 Employees who enter a lower classification due to a voluntary or non-voluntary demotion, whether from inside or outside this bargaining unit, shall be assigned to the appropriate pay step of the lower classification based on their length of continuous service with the Sheriff's Office and shall advance thereafter to succeeding steps provided in the lower classification based on their length of continuous service in the lower classification.

Section 27.6 All employees who have completed a minimum of five (5) years of total continuous service with the Athens County Sheriff's Office shall receive a longevity pay supplement in addition to their regular base hourly rate of pay at the annual rate of one hundred ($100.00) dollars for each year of service after the fifth year of service. The longevity pay supplement shall be calculated by multiplying the number of years of service in excess of five years times one hundred ($100.00) dollars, then dividing that amount by 2,080 to determine the amount added to the base hourly rate of pay. The longevity supplement shall be paid each pay period. The employee's last anniversary date of hire shall be used for computing years of service and longevity rate.

Section 27.7 The Employer agrees to adopt a resolution permitting the Athens 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 Revenue Service of the plan to ensure that such picked-up contributions are deductible from the employees' gross salaries for federal tax purposes.

Upon receipt of approval from PERS and/or a favorable IRS private letter ruling, if required, the Employer will request the Athens 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.

Section 27.8 In the absence of a road patrol shift Captain, Lieutenant, or Sergeant, the senior road patrol deputy on duty shall assume the duties of an Officer in Charge ("OIC") to act in the place of the Captain, Lieutenant, or Sergeant. Any deputy acting in said capacity shall receive pay for all hours worked as an OIC at an hourly rate that is ten (10%) percent greater than the top step hourly rate for a deputy sheriff. No deputy shall be the OIC who has received a disciplinary suspension in the preceding six (6) months. The Sheriff shall have the authority to remove a deputy from OIC eligibility for just cause shown. The affected deputy may appeal the Sheriff's decision through the grievance and arbitration procedure.

Section 27.9 Employees shall be paid an additional fifteen cents ($.15) per hour for all hours worked between 3:00 p.m. and 11:00 p.m. Employees shall be paid an additional twenty-five cents ($.25) per hour for all hours worked between 11:00 p.m. and 7:00 a.m. Such amount shall be added to the regular hourly rate.

Section 27.10 Effective upon the execution of this Agreement, Detectives shall be assigned pursuant to the Job Descriptions at the discretion of the Sheriff and shall be paid an additional stipend added to their hourly wage rate. The stipends shall be as follows:

Detective 1	$0.15
Detective 2	$0.50
Master Detective	$1.00

Section 27.11 Effective upon execution of this Agreement, Field Training Officers (FTO) shall be paid an additional twenty-five cents ($0.25) per hour for all hours spent on duty training/serving as an FTO.

ARTICLE 28
DRUG/ALCOHOL TESTING

Section 28.1 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:

A. Observable phenomena, 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;
B. A pattern or abnormal conduct or erratic behavior, including abnormal leave patterns;

C. 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;
D. Information provided either by reliable and credible sources or independently corroborated;
E. Evidence that an employee has tampered with a previous drug test;
F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Section 28.2 Initial tests shall be made by a medical professional or institution qualified to administer such tests. Confirmatory drug screening tests shall be conducted by medical laboratories meeting the standards of the National Institute of Drug Abuse and the National Institute of Health. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in three (3) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article.

Section 28.3 Alcohol testing shall be done in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in this Article.

Section 28.4 The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. A representative from the bargaining unit shall have a right of access to the results upon request of the Employer, with the employee's consent. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

Section 28.5

A. If a drug screening test is positive, a confirmatory test shall be conducted utilizing the fluid from no more than two (2) of the three (3) containers collected in the manner prescribed above.
B. In the event the second test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.
C. In the event that the second test contradicts the result of the first test, the Employer may request a third test in accordance with the procedures prescribed above. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

Section 28.6 A list of three (3) testing laboratories or facilities shall be maintained by the Employer. These laboratories shall conduct any testing directed by the Employer.

Section 28.7 If after the testing required above has produced a positive result, the Employer may require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. Discipline allowed by the positive findings provided for above shall be deferred pending rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee shall be returned to his former position. Such employee may be subject to periodic retesting upon his return to his position for a period of one (1) year from the date of his return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay for a period not to exceed ninety (90) days.

Section 28.8 If the employee refuses to undergo rehabilitation or detoxification, or if he tests positive during a retesting within one (1) year after his return to work from such a program, the employee shall be subject to disciplinary action, including removal from his position and termination of his employment.

Section 28.9 Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

Section 28.10 The Employer may conduct four (4) tests on an employee during the one (1) year period after the employee has completed a rehabilitation or detoxification program as provided above.

Section 28.11 The provisions of this Article shall not require the Employer to offer a rehabilitation/detoxification program to any employee more than once.
Section 28.12 All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with State and/or Federal law.

ARTICLE 29
SEVERABILITY

Section 29.1 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 30
WAIVER IN CASE OF EMERGENCY

Section 30.1 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 Athens County Sheriff, or the Federal or State Legislature, the following conditions of this Agreement may be suspended by the Employer:

A. Time limits for managements replies on grievances; and
B. All work rules and/or agreements and practices relating to the assignment of all employees.

Section 30.2 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 31
EMPLOYEE RIGHTS

Section 31.1 Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions will be the basis of such a charge. However, GARRITY warnings shall be given to the employee before he is ordered to participate in any investigation where applicable.

Section 31.2 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 31.3 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 31.4 An employee may reasonably request an opportunity to review his personnel 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 31.5 Any citizen who files an official complaint which leads to disciplinary action against an employee shall submit a written, signed statement setting forth the information which is the basis of said complaint. There may be no disciplinary action commenced and no disciplinary action may be taken by the Sheriff as a result of an anonymous complaint.

Section 31.6 No employee shall be required to take a polygraph examination, voice stress analysis or any similar test as a condition of retaining employment, nor shall an employee be subject to discipline for refusal to take such a test.

ARTICLE 32
UNIFORMS AND EQUIPMENT

Section 32.1 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 a specific uniform. The Sheriff shall determine the appropriate uniform, if required to be worn by the employee, and employees shall be required to be in proper uniform upon reporting for duty.

Articles of clothing and equipment remain the property of the Employer and must be turned in when an employee is separated from service. Failure to do so shall result in the fair market value of the missing items being withheld from the employee's separation pay.

Section 32.2 Uniforms and required equipment items sufficiently damaged or worn out in the line of duty shall be immediately replaced and the employee shall return the damaged or worn out uniform or equipment to the Employer upon receipt of the replacement item.

Section 32.3 All employees assigned to an Investigator's position and required to wear "plain clothes" shall receive a Six Hundred Dollar ($600.00) annual allowance for clothing purchase. "Plain clothes" officers may purchase clothing necessary to adequately carry out their assignments and as approved by the Sheriff. Upon prior approval of the Sheriff, the Employer agrees to reimburse the employees assigned to "plain clothes" the actual cost of the clothes items, up to the Six Hundred Dollar ($600.00) maximum, upon the proper submission to the Employer of a receipt showing the purchase of the item.

ARTICLE 33
DONATION OF SICK LEAVE

Section 33.1 Immediate Family Defined: For purposes of this article only immediate family will carry the same definition as "immediate family" in the Family Medical Leave Article of this bargaining Agreement; i.e. which includes the employee, spouse, child, parent, or "in loco parentis".

Section 33.2 Intent: Employees may donate accrued sick leave to a fellow Employee who is otherwise eligible to accrue and use sick leave and reports to the Athens County Commissioners or to an employee of another agency covered by the Athens County Personnel Policy Manual and has adopted a sick leave donation policy. The intent of the leave donation program is to allow Employees to voluntarily provide assistance to their coworkers who are in critical need of leave

due to an extended catastrophic illness or injury of the Employee or a member of the Employee's immediate family.

Section 33.3 Neither donating Employees, receiving Employees nor the Union shall have the right to arbitrate any or all issues regarding the application of this article, Article 33 - Donation of Sick Leave.

Section 33.4 Definitions: For the purpose of this policy the following shall apply:

Child: a son or daughter, including a child eighteen (18) years or over, who is incapable of self-care because of a mental or physical disability.

Immediate family: the employee's spouse, child, or parent.

Parent: biological parent or an individual who stands in the place of a parent to the employee (in loco parentis). In-laws are NOT included in the definition of "parent."

Serious health condition: an illness, injury, impairment, or physical/mental condition that involves a period of incapacity or treatment that requires absence form employment for more than three (3) calendar days and involves care by a health care provider. Serious health condition also includes continuing treatment of chronic or long-termed incurable conditions and prenatal care.

Spouse: husband or wife, including common law marriages where/when recognized.

Transferee: the employee in need and approved to receive donated sick leave.

Transferor: the employee volunteering to donate their sick leave.

Section 33.5 Policy: Employees may donate accrued sick leave to a fellow employee who is otherwise eligible to accrue and use sick leave and reports to an Athens County Appointing Authority who is subject to this rule and pursuant to the provisions of Section 124.391 of the Revised Code. The intent of the leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to an extended serious health condition of the employee or a member of the employee's immediate family.

Section 33.6 Hours Transferred: Any hours transferred shall be transferred at the rate of pay equal to that of the transferor unless the rate of pay of the transferee is less than that of the transferor, in which case the transfer shall be at the rate of pay of the transferee.

Section 33.7 Receiving Leave: An employee may receive donated leave equivalent up to the number of hours the employee is normally scheduled to work each pay period or the equivalent of the employee's normal biweekly earnings, whichever is less, if the employee to receive donated leave or a member of the employee's immediate family has a serious health condition and the employee:

A. has no accrued paid leave; and
B. has completed his or her new hire probationary period; and
C. has applied for any paid leave, Workers' Compensation, or benefits program for which the employee is eligible; and
D. has applied for Family and Medical Leave; and
E. leave taken under this program will be included and is subject to the twelve (12) week limits of the Family and Medical Leave Act; and
F. has no abuse or patterned use of sick leave; and
G. has provided acceptable written verification that the extended illness exists; and
H. is not a member of the employee's immediate family as defined in Section B above; and
I. agrees to accept the leave under the teens of this policy and completes an "Application to Receive Donated Leave" form.

Section 33.8 Donating Leave: Employees may donate leave if the donating employee:

A. is not a member of the receiving employee's immediate family as defined in Section B above;
B. voluntarily elects to donate sick leave and does so with the understanding that donated leave will not be returned;
C. donates a minimum of hours equivalent to one (1) of the donor's regularly scheduled workdays, and a maximum of eighty (80) hours in one (1) donor day increments, subject to a maximum eighty (80) hour annual (based on calendar year) donation to any/all employees measured;
D. retains a sick leave balance of at least eighty (80) hours;
E. completes an "Application to Donate Leave" form.

Section 33.9 Administration: The sick leave donation program shall be administered on a pay period to pay period basis. The Athens County Sheriff and the Athens County Auditor shall review the Application to Receive Donated Sick Leave and the Application to Donate Sick Leave to assure compliance with Sections 7 and 8 of this' policy. Donations of sick leave will be recorded in the order of their submission, and will not be considered actually donated nor be deducted from the transferor's balance or credited to the transferee's balance until the pay period such leave is actually used. Unused donation applications shall be returned to the transferor. Employees using donated leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Vacation and sick leave accrued by an employee while using donated sick leave shall be used, if necessary, in the following pay period before additional donated sick leave may be received. Donated sick leave shall be considered sick leave but shall never be converted into a cash benefit. The Athens County Auditor shall maintain such records as are necessary for the administration of this program.

Section 33.10 Certification: Employees who wish to donate sick leave shall certify:

A. The name of the employee for whom the donated leave is intended;
B. The number of hours to be donated;

C. That the employee will have a minimum sick leave balance after donation of at least eighty (80) hours;
D. That the sick leave is donated voluntarily and the employee understands that the donated leave will not be returned.

Section 33.11 Confidentiality: Appointing Authorities shall ensure that no employees are forced to donate leave. Appointing Authorities shall respect an employee's right to privacy, however Appointing Authorities may, with the permission of the employee who is in need of leave or a member of the employee's immediate family, inform employees of their coworker's critical need for leave donations from employees. The donation of sick leave shall occur on a strictly confidential and voluntary basis.

Section 33.12 Applications: Employees wishing to donate or receive donated sick leave may pick up applications from the Athens County Sheriff.

ARTICLE 34
APPLICATION OF CIVIL SERVICE

Section 34.1 Except as may be expressly provided for in this agreement, Sections 9.44, 124.01 through 124.387, 124.39 - 124.56, 325.19, and 4111.03 of the Ohio Revised Code, the Ohio Administrative Code Chapters 123 and 124, and any other civil service provisions related to a matter generally addressed within this agreement, shall not apply to employees within the bargaining units. Standing orders and policies, where such order or policy does not conflict with an express provision of this agreement, shall continue to apply to bargaining unit employees. Further, Section 124.388 and 124.57 ORC shall continue to apply to bargaining unit employees.

Section 34.2 It is expressly understood that the Ohio Department of Administrative Services and the Ohio Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

Section 34.3 For purposes of example, and in no way to be construed as all inclusive or a limitation of Sections 1 and 2 above, in accordance with the provisions of 4117.10 (A) ORC, the following contract articles and/or sections thereof specifically supersede and/or prevail over those subjects described in the Ohio Revised Code and/or Ohio Administrative Code, as follows:

Contract Article	Supersedes/Prevails Over
Article 10, Discipline	ORC 124.03, 124.34 OAC 124:1-31-01 through 124:1-31-04
Article 11, Seniority	ORC 124.321 through 124.328
Article 12, Filling of Positions	ORC 124.27 OAC 123:1-19-01 through 123:1-19-05

Article 13, Layoff & Recall	ORC 124.32, 124.321 through 124.328 OAC 123:1-41-01 through 123:1-41-23
Article 18, Hours of Work	ORC 4111.03
Article 19, Overtime	ORC 4111.03
Article 21, Sick Leave	ORC 124.38 through 124.387; 124.39, 124.391
Article 22, Leaves of Absence	ORC 124.387, 124.135 OAC 123:1-34-01, 123:1-34-08, 123:1-34-09; 123:1-34-03
Article 24, Holidays	ORC 325.19
Article 25, Vacations	ORC 9.44, 325.19
Article 31, Employee Rights	ORC 123.34

ARTICLE 35
FIREARM UPON RETIREMENT

Section 35.1 Upon retirement with twenty (20) years continuous service at the time of separation from the Sheriff's Office through the applicable public employees' retirement system, employees shall be entitled to purchase their Sheriff's Office issued side arm weapon and badge from the Sheriff's Office for the price of one dollar ($1.00). The employee shall have the option of having the side arm engraved with the employee's name and dates of service at the Sheriff's Office expense. Such engraving shall not require any modifications to the gun.

ARTICLE 36
DURATION OF AGREEMENT

Section 36.1

A. Except as otherwise provided herein (i.e., Wages), this Agreement shall be effective upon the date of execution and shall remain in full force and effect until 12:00 Midnight, December 31, 2015. Written notice of the intent to negotiate a successor Agreement shall be given no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent to negotiate.

B. 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 signed this Agreement.

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

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 7th day of May, 2013.

FOR THE ATHENS COUNTY SHERIFF:

Patrick Kelly, Sheriff

Lenny Eliason, Commissioner

Charlie Adkins, Commissioner

Chris Chmiel, Commissioner

FOR THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION:

Joseph M. Hegedus, OPBA

Bargaining Team Member

Bargaining Team Member

Bargaining Team Member

APPROVED AS TO FORM:

Keller J. Blackburn,
Prosecuting Attorney

APPROVED AS TO CONTENT:

Edward S. Kim, Labor Counsel
Fishel Hass Kim Albrecht LLP