



2013-2015 Final CBA Between Gallia County Sheriff's Office and FOP/OLC
Sergeants, Deputies, Investigators, Corrections and Road Patrol

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AGREEMENT

BY AND BETWEEN THE

GALLIA COUNTY SHERIFF'S OFFICE

AND



FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

**(FT Deputies, Investigators, Corrections and Road Patrol)
(FT Sergeants)**

Effective January 1, 2013 through December 31, 2015

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**ARTICLE 1
AGREEMENT**

Section 1.1. Purpose: This Agreement, entered into by the Gallia County Sheriff, hereinafter referred to as the "Employer", and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Labor Council", has as its purpose the following:

- A. To promote cooperation, and orderly, constructive, harmonious relations between the Employer, its employees, and the Labor Council.
- B. To comply with the requirements of Chapter 4117 of the Ohio Revised Code, and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.
- C. To prevent interruptions of work and interference with the efficient operation of the Sheriff's Office.
- D. To establish a procedure for the peaceful resolution of grievances.

Section 1.2. Modification of Agreement: The express provisions of this Agreement may be changed only by mutual Agreement between the parties, reduced in writing, dated, and signed by the parties to this Agreement.

Section 1.3. Savings Clause: This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail.

Should any portion of the Agreement contained herein be declared invalid by operation of law or by a court of competent jurisdiction, such invalidation of such part or provision 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.

Section 1.4. Past Practice: The County and the Labor Council acknowledge that certain customs and practices presently exist with respect to the operation of the Sheriff's Office. When those customs and practices fall within Management Rights as set forth in Article 4 herein, then the County agrees not to unilaterally alter them without notice to the Labor Council when practicable.

When those customs and practices do not fall within Management Rights as set forth in Article 4 herein, then the County agrees not to alter them without prior notice to the Labor Council and a meeting of the Labor-Management Committee to discuss those alterations should the Labor Council so request. If the proposed alteration violates any provision of this Agreement, then it is subject to the Grievance Procedure.

**ARTICLE 2
RECOGNITION**

Section 2.1. Recognition: The Sheriff hereby recognizes the Fraternal Order of Police, Ohio Labor Council, as the sole and exclusive bargaining agent for the purpose of collective bargaining of all wages, hours, and other terms and conditions of employment for all full-time employees that have been certified by the State Employment Relations Board in Case No. 90-REP-07-0160, and 96-REP-07-0131.

Unit A: All full-time Sergeants

Unit B: All full-time Sheriffs Deputies including investigators, corrections and road patrol.

Section 2.2. Exclusions: All positions and classifications not specifically established herein as being included in a bargaining unit shall be excluded from currently established bargaining units.

Section 2.3. Single Agreement: It is understood that this Agreement is a multiple unit Agreement, entered into voluntarily by the parties, and that no future obligation exists that would require the parties to bargain for these units in separate negotiations.

Section 2.4. Coverage: All Articles of this Agreement shall cover all classifications within the two (2) bargaining units unless otherwise excluded by the specific language within a specific Article.

Section 2.5. New Positions: In the event that a new position is created within the Sheriff's Department, the Sheriff shall determine whether the new position will be included in or excluded from the bargaining units and shall so advise the Labor Council. If there is any dispute as to the Sheriff's determination of bargaining unit status, the parties will meet to attempt to resolve their disagreement. If the parties agree on the determination, it shall be implemented. If the parties still do not agree, the Sheriff may implement his determination, subject to challenge by the Labor Council through the Grievance Procedure.

The Sheriff shall not attempt to abridge this Agreement by changing the rank structure or classification designation of any employee during the length of this Agreement with the purpose of eliminating such employees from the bargaining unit.

**ARTICLE 3
SECURITY**

Section 3.1. Labor Council Dues Deduction: The Labor Council will notify the Employer of the dues it charges and its current membership and will update this information as needed.

The Employer agrees to authorize the Auditor to deduct membership dues in the amount requested once each month from the pay of any employee in the bargaining units who have authorized the same in writing.

Section 3.2. Payment/Labor Council: All dues collected under this Article shall be paid within thirty (30) days to the Fraternal Order of Police, Ohio Labor Council, at 222 East Town Street, Columbus, OR, 43215-4166.

Section 3.3. Membership Cancellation:

- A. A member may withdraw authorization for dues deduction by directing his request in writing to the Employer and the Labor Council.
- B. Dues deduction shall cease upon the happening of any of the following events:
 - 1. Resignation or discharge of the employee.
 - 2. Transfer of the employee from the bargaining unit.
 - 3. Expiration of this Agreement.
 - 4. Submission of a written request pursuant to "A" above.
- C. No other employee organization's dues shall be deducted from the pay of any bargaining unit member during the life of this Agreement.
- D. The F.O.P./O.L.C. hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee, the F.O.P., or the Labor Council arising from deductions made by the Employer pursuant to this Article, except the non-payment of funds deducted from the employee's pay.

Section 3.4. Contract Service Fee:

- A. Any full time bargaining unit employee, both present and future, who is not or does not become a member of the Labor Council during the term of this Agreement shall pay to the Labor Council, through payroll deduction, a contract service fee for the duration of this Agreement. This provision shall not require any employee to become or remain a member of the Labor Council nor shall the contract service fee exceed the dues paid by members of the Labor Council in the same bargaining unit.
- B. If an employee challenges the propriety of the Labor Council's use of such fee, deductions shall continue, but the funds shall be placed in an interest bearing escrow account until a resolution of the challenge is reached pursuant to the provisions of O.R.C. 4117.09(C).
- C. It is further agreed that the Labor Council shall defend, and save the Employer harmless against any and all claims, demands, suits, other forms of liability which may arise out of, or be by reason of action taken or not taken in, fulfilling the obligations imposed on the Employer under this Section, except for failure to forward deducted fees. All fees

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deducted by the Employer from the pay of the employee shall be forwarded to the Labor Council pursuant to Section 3.2 hereof.

Section 3.5. Maintenance of Dues: Present members and members who subsequently complete dues deduction authorization cards will have their dues deduction continued for the term of this contract or for any extension of this contract. The Employer will deduct dues for all members on active pay status. Should a member not be on active pay status, the Employer will institute within thirty (30) days of the return, including but not limited to, reinstatement, return from leave, disability, separation, and layoff.

Section 3.6. Bulletin Board: The Employer shall provide bulletin board space for the use of the Labor Council. Labor Council officials shall be responsible for posting and/or approving the posting of notices thereon which employees may read when reporting to or leaving their work stations, or during their free time. Any notice or literature posted does not first have to be approved by the Employer.

The Labor Council agrees that notices shall be Labor Council related and no notices will be placed on the bulletin board which contain:

- A. Personal attacks upon any County employee.
- B. Scandalous, scurrilous, or derogatory attacks upon the administration.
- C. Attacks on any other employee organization.
- D. Any obscene material.
- E. Ethnic material.
- F. Political material.

Section 3.7. Ballot Box: The Labor Council shall be permitted, upon prior written notification to the Sheriff, to place a ballot box at Department Headquarters for the purpose of collecting member's ballots on all Labor Council issues subject to ballot.

Such box shall be the property of the Labor Council and neither the ballot box nor its contents shall be subject to the Employer's review. Such balloting shall not interfere with work activities.

Section 3.8. Place for Meetings: Meetings of the Committees of the Labor Council will be permitted on County property when and where work is not interrupted by such meetings. The supervisor can interrupt such Committee meetings in the event of an emergency.

Section 3.9. Non-Employee Representative: Upon twenty-four (24) hours' notice, when possible, non-employee representatives of the Labor Council shall be permitted to visit the work areas for the purpose of determining whether provisions of the Agreement are being observed, to attend meetings between the Employer and the Labor Council, and to consult with the

Committee Chairman and/or the Wage and Grievance Chairman, provided it does not interfere with the operational needs of the Sheriff's Office.

The Labor Council shall be permitted to make contact with or telephone an employee at the work place, provided it does not interfere with the operation of the Sheriff's Office nor will there be any expense incurred by the Sheriff's Office by this contract.

ARTICLE 4 MANAGEMENT RIGHTS

Section 4.1. Management Rights: Except as specifically limited by this Agreement, the Employer reserves and retains the right and authority to determine matters of inherent managerial policy, which include but are not limited to, areas of discretion or policy such as:

- A. To determine the functions and programs of the Employer.
- B. To determine the standards of services to be delivered.
- C. To determine the overall budget.
- D. To determine how technology may be utilized to improve the Employer's operations.
- E. To determine the Employer's organizational structure.
- F. To direct, supervise, evaluate, or hire employees.
- G. To maintain and improve the efficiency and effectiveness of the Employer's operation.
- H. To determine the overall methods, process, means, or personnel by which the Employer's operations are to be conducted.
- I. To suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees.
- J. To determine the adequacy of the work force.
- K. To determine the overall mission of the Office as a unit of government.
- L. To effectively manage the work force.
- M. To take actions necessary to carry out the mission of the Employer as a governmental unit.

**ARTICLE 5
NON-DISCRIMINATION**

Section 5.1. Discrimination: Neither party will discriminate for or against any bargaining unit employee on the basis of age, sex, race, color, ancestry, religion, marital status, national origin, disability, military status, political affiliation, affiliation with or non-affiliation with the Labor Council.

Section 5.2. Gender: Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine, or neuter genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders, it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

**ARTICLE 6
LABOR COUNCIL RELEASE TIME**

Section 6.1. Labor Council Representative: The Employer agrees to recognize four (4) employee Labor Council representatives, one (1) from each classification, for the purpose of conducting Labor Council business as related to this Agreement. The chairman of the bargaining committee is the highest ranking official in the bargaining unit. The Chairperson will be permitted time off as set forth below during the workweek to attend to Labor Council and Agreement matters within the Chairperson's capacity. During such service in this post, the Labor Council official shall continue the Chairperson's entitlement to wages, fringe benefits, seniority accrual, and all other benefits allowed a bargaining unit member as though the Chairperson were at all times performing the Chairperson's job-related duties.

Section 6.2. Conditions of Release: During such term in office, the Labor Council official shall continue to be required to report daily to the employee's supervisor at the employee's assigned shift starting time, and shall be required to apprise their supervisor of their whereabouts at all working times while performing the duties allowed by this Article. The bargaining committee chairman and/or alternate may be granted time off, with notice to the employee's supervisor, to attend Labor Council related activities which can only be performed during the employee's normal work hours. Any Labor Council activity which can reasonably be expected to be performed during non-work hours shall be performed during non-work hours.

Abuse of granted time off may be subject to disciplinary action.

Withholding of requested time off shall automatically extend any time limits affected by an equivalent period of time.

The Labor Council official will be required to drop or forego any of the activities allowed by this Article, upon the direction of the official's supervisor, for the purpose of assisting in emergency police work. But for an emergency situation sufficient time to perform Labor Council business shall not be unreasonably limited by the official's supervisor or the Employer, nor will the Labor

Council official devote unnecessary Employer paid time to these functions. None of the duties of the Labor Council official herein described may be conducted on Employer-paid overtime hours.

In the absence of the highest ranking member of the bargaining unit, the designated alternate shall be entitled to all the privileges set out in this Section.

The Labor Council will notify the Employer, in writing, of the names of all representatives of the bargaining unit and any changes which may occur.

Section 6.3. Convention/Seminars: The Labor Council representative or designee shall be allowed one (1) day with payoff in order to attend the annual State Convention/Seminar. Such release time shall be requested seven (7) days in advance of the posting of the schedule in which the day involved occurs. The Sheriff shall not withhold permission for the utilization of release time hereunder except in the event of an emergency. The Sheriff may utilize part-time or voluntary workers to cover such absences.

ARTICLE 7 NO STRIKE/NO LOCKOUT

Section 7.1. No Strike: Inasmuch as this Agreement provides machinery for the orderly resolution of grievance, including resolution by an impartial third party, the Employer and the Labor Council recognize their mutual responsibility to provide for uninterrupted services to the citizens of Gallia County.

Therefore: The Labor Council agrees that neither it, its officers, agents, representatives, or any employees covered by this Agreement will authorize, instigate, cause, aid, condone, or participate in any strike or work stoppage for the duration of this Agreement, provided the Employer is not in violation of Section 7.2 of this Article. The Employer agrees to notify the Labor Council by telephone of any strike-related activity.

Section 7.2. No Lockout: The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Labor Council as a result of a Labor dispute with the Labor Council, provided the Labor Council members are not in violation of Section 7.1 of this Article.

ARTICLE 8 GRIEVANCE PROCEDURE

Section 8.1. Purpose: The Employer, the Labor Council, and the bargaining units recognize that, in the interest of effective personnel management, a procedure is necessary whereby employees can be assured of a prompt, impartial, and fair processing of their grievances.

Every employee shall have the right to present a grievance in accordance With the procedures provided herein, free from any interference, coercion, restraint, discrimination, or reprisal.

It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 8.2. Grievance Defined: A grievance is any unresolved question or dispute regarding the wages, hours, or terms and conditions of employment of covered employees, including but not limited to, unresolved questions or disputes concerning the interpretation and application of this Agreement.

Section 8.3. Qualification: A grievance can be initiated by the Labor Council or any aggrieved bargaining unit member.

Section 8.4. Jurisdiction: Nothing in this Grievance Procedure shall deny employees any rights available at law to achieve redress of their Constitutional rights. However, the Grievance Procedure shall generally be considered the sole remedy.

Section 8.5. Representatives: The Labor Council may designate not more than one (1) grievance representative per shift. From among these grievance representatives, the Labor Council may appoint a Chairman. The Labor Council shall notify the Sheriff in writing of the names of the grievance representatives and the Grievance Chairman within thirty (30) days of their appointment.

The authorized functions of the Grievance Chairman, and a named alternate who shall serve as Grievance Chairman in the absence or unavailability of the Grievance Chairman, shall include the following:

- A. Representing the employee in investigating and processing grievances.
- B. Replacing a grievance representative who is absent or unavailable.
- C. General supervision and coordination of grievances in process on behalf of the Labor Council and of grievance representatives.
- D. Act as liaison between the Employer's representatives and the Labor Council on matters concerning grievances and this Agreement.

The Grievance Chairman shall be released from normal duties, upon approval of the Chairman's supervisor, to participate in the aforementioned duties without loss of pay or benefits, when such duties can only be performed during his normal work hours, subject to limitations set forth in Article 6, Section 6.2. Such approval will not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal his grievance or have it heard.

The Grievance Chairman shall notify the Chairman's supervisor in advance of such duties.

Section 8.6. Administration of Grievances: The following procedures shall apply to the administration of all grievances filed under this procedure:

- A. All written grievances shall include: the name and position of the grievant, the identity of the provisions of this Agreement involved in the grievance, the time and place where the alleged events or condition giving rise to the grievance took place, and a general statement of the grievance and the redress sought by the grievant.
- B. Each decision shall be transmitted to the grievant in writing. All appeals shall be rendered in writing at each step of the Grievance Procedure.
- C. If a grievance affects a group of employees working in different assignments with different principals, or associated with an Employer-wide controversy, it may be submitted at Step 2, with all employees identified and bound by the outcome.
- D. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration and having said matter informally adjusted without the intervention of the Labor Council, provided that the adjustment is not inconsistent with the terms of this Agreement.
- E. A grievant has the discretion to be accompanied at all steps of the Grievance Procedure by a representative of the Labor Council, however, the Employer shall notify the grievance chairman and provide a copy of any grievance filed by a grievant who does not desire to be accompanied by a Labor Council representative. The Employer also recognizes that bargaining unit representatives shall have the opportunity to be present at any adjustment of the grievance.
- F. Witnesses for either party may be requested to attend any step of this procedure except the informal step. If the witness is an on-duty employee, such employee may be called without loss of pay.

Section 8.7. Time Limits: Grievances shall be processed as expeditiously as possible. The number of days indicated at each step in the procedure shall be calendar days and shall be the maximum.

If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on a basis of the disposition at that step and further appeal shall be barred.

Failure at any step of these procedures to communicate the Administration's decision on a grievance within the specified time limits shall cause the grievance to automatically proceed to the next step.

Section 8.8. Grievance Procedure:

A. Informal Procedure: An employee having an individual grievance will first attempt to resolve it informally with their immediate supervisor. Such attempt at informal resolution shall be made by the employee within fourteen (14) calendar days following the events or circumstances giving rise to the grievance having occurred or within fourteen (14) calendar days of when the events or circumstances should have become known to the employee. Grievances brought to the attention of the supervisor (except as otherwise provided herein) beyond the fourteen (14) calendar day limit shall not be considered. At this step, there is no requirement that the grievance be submitted or responded to in writing. If a supervisor grants a grievance at verbal levels, written acknowledgment of granting such grievance must be furnished. If the employee is not satisfied with the oral response from the immediate supervisor, which shall be given within fourteen (14) calendar days of the submission of the grievance at this step, the grievant may pursue the formal steps which follow. Before a grievance and proposed solution are placed in writing pursuant to Step 2, such grievance shall be screened by the Grievance Chairman, or appropriate alternate, if the employee intends to use Labor Council representation in the procedure.

B. Formal Procedure:

Step 1 Sheriff

1. Should the employee not be satisfied with the informal answer, within ten (10) calendar days thereafter, the employee may appeal the grievance to Step 1 by delivering a copy of the grievance form and any pertinent documents to the office of the Sheriff. The Sheriff or representative shall date the form, accurately showing the date the office received the form.
2. Within fourteen (14) calendar days of receipt of the grievance form, the Sheriff, or his designated representative for this purpose, shall investigate the grievance and shall schedule and conduct a meeting to discuss the grievance with the Grievance Chairman and the employee. The employee may bring the appropriate grievance representative(s) to the meeting. The Sheriff and the employee may bring any appropriate witnesses.
3. In the meeting called for at this Step, the Sheriff, or representative designated for this purpose, shall hear a full explanation of the grievance and the material facts relating thereof.
4. Within fourteen (14) calendar days of the meeting in this Step, the Sheriff shall submit to the Grievance Chairman and the employee a written response to the grievance.

Step 2 Arbitration

If the grievant is not satisfied with the disposition of the grievance at Step 1, the Labor Council may request a hearing before an arbitrator. The notification for arbitration shall be made within thirty (30) calendar days following either the receipt of the disposition of the grievance or the lapse of time in which the disposition should have been received under Step 1, whichever occurs first.

Within twenty-one (21) calendar days of the request for arbitration, the parties will request the Federal Mediation and Conciliation Service to submit a panel of arbitrators (Ohio Only) and, within twenty-one (21) calendar days of receipt of the list, will choose one (1) by the alternate striking method.

The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

The arbitrator shall be confined to the issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not submitted in a grievance.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is nonarbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be split by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

An employee requested to appear at the arbitration hearing by either party and whose presence is necessary shall attend without the necessity of subpoena. Any request made by either party for the attendance of the witnesses shall be made in good faith.

The arbitrator's decision and award will be in writing and delivered as soon as possible from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties, except as is reviewable by provisions of the Ohio Revised Code.

Section 8.9. Miscellaneous:

- A. In the event the Labor Council determines, at any level of the Grievance Procedure, that a grievance should not be carried further, the grievant personally, may continue the procedure.

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- B. Any employee may withdraw a grievance at any point by submitting, in writing, a statement to the effect, or by permitting the time requirements at any Step to lapse without further appeal.
- C. No employee may be represented in this Grievance Procedure by any union organization other than the Fraternal Order of Police, Ohio Labor Council, Inc., or its affiliates.
- D. No records, documents, or communications concerning a grievance shall be placed in the personnel file solely because an employee participated in this procedure.
- E. The forms for processing grievances shall be made available through the Sheriff's Office and the Labor Council.

**ARTICLE 9
DISCIPLINE AND INVESTIGATIONS**

Section 9.1. Internal Investigations:

- A. Any employee who is to be questioned as a suspect in any investigation where criminal charges may result shall be advised of his Constitutional rights in accordance with the law.
- B. Before an employee may be charged with insubordination for failure to answer questions or for failure to participate in an investigation, he shall be advised that such conduct, if continued, may be the basis for such a charge. During interviews where an action of record may occur, if an employee desires, he shall be given a reasonable opportunity to be represented by appropriate Labor Council representative and/or an attorney before being required to answer questions.
- C. Any interrogation, questioning, or interviewing of an employee will be conducted at hours reasonably related to his shift, preferable during, or immediately after his working hours, unless the situation dictates otherwise.

Interrogation sessions shall be for reasonable periods of time, and shall be allowed during such questioning for rest periods and attendance to other physical necessities.
- D. Either party may tape record any internal interview with the consent of the other party. If a taping of an internal interview occurs, an accurate copy of said tape shall be supplied to the non-taping party.
- E. When any anonymous complaint is made against an employee, the Sheriff or his designee may investigate, and if there is no corroborative evidence, the complaint shall be classified as unfounded and no action will be taken.

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- F. Any employee, who is charged with violating Department rules and regulations will be provided access to transcripts, reports, records, lists, written statements, and tapes pertinent to the case at the time he receives notice of the charges.
- G. Any employee who has been under investigation shall be informed, in writing, of the outcome of the case at the conclusion of the investigation. All investigations, except those concerning criminal charges, shall be completed within ninety (90) workdays of the filing of the complaint.
- H. The employee shall be informed of the nature of the investigation prior to questioning. At any time an investigation concerning an employee occurs wherein disciplinary action of record (suspension, reduction, or removal) will or may result, the employee will be notified when he is first questioned that such result is possible.
- I. The Sheriff shall not, in the course of an investigation, obtain evidence through the use of threats or coercion. The Sheriff or his designee shall advise the Bargaining Unit member that any refusal to answer questions after being ordered to do so will lead to additional charges of insubordination with appropriate related discipline.
- J. The Employer will not use a polygraph machine or other mechanical or chemical means to investigate the truth of statements made by employees without the written consent of the member.
- K. Any person wanting to file a complaint against an employee shall be required to reduce the complaint to writing and sign and date the complaint. The Employer shall inform the complainant that any complaint that is filed, and after investigation found to be untruthful, shall be forwarded to the employee, who has the right to seek appropriate legal remedies.

Section 9.2. Disciplinary Procedure:

- A. No employee shall be disciplined except for just cause.
- B. Except in instances where the employee is found guilty of gross misconduct, the Employer shall apply discipline in a progressive, corrective, and uniform matter. Normal progressive discipline for the same or similar incidents shall consist of an oral warning, written reprimand, short term suspension, and either a long term suspension, demotion, or discharge.
- C. The Employer may take corrective action deemed necessary by the circumstances on a case-by-case basis.
- D. The Employer agrees not to suspend, demote, or discharge an employee without first conducting a hearing. This hearing is to be held between the Employer, his representative, the employee, and a Labor Council representative, if the employee so desires. The employee will receive a written statement or charges prior to the hearing.

Hearings, where practical, shall be conducted at hours reasonably related to the employee's shift, such as during, immediately before, or immediately after his working hours, except where the situation dictates otherwise. If possible, an employee shall be given at least twenty-four (24) hours' notice before a written reprimand is to be given.

- E. Written reprimands, suspensions, demotions, or discharges are subject to the Grievance Procedure and such grievances shall begin at the formal level. However, oral and written reprimands shall not be appealable to arbitration. When an oral reprimand is used as a basis for further discipline, such reprimand is considered reopened and subject to the Grievance Procedure.
- F. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

ARTICLE 10 PERSONNEL FILE

Section 10.1. Personnel File: There may be only one (1) official personnel file maintained by the Employer:

- A. Every employee shall be allowed to review the employee's own personnel file at any reasonable time upon written request. An employee may also authorize an attorney or O.L.C. staff representative to review the personnel file. Such request shall be made to the Sheriff and review of the file shall be made in the presence of the Sheriff or designated representative.

Except for supervisory and administrative personnel with legitimate need to know and administrative agencies or courts of competent jurisdiction which have subpoenaed them, personnel files shall not be made available for review by anyone except as required by law.

- B. Any employee may copy documents in that employee's own file. The Employer may levy a charge for such copying, which shall bear a reasonable relationship to actual cost.
- C. If, upon examining his personnel file, an employee has reason to believe that there are inaccuracies in documents contained therein, the employee may write a memorandum to the Sheriff explaining the alleged inaccuracy. If the Sheriff concurs with the employee's contentions, the Sheriff shall make a notation stating agreement that the document is faulty and attach said notation to the document. If the Sheriff disagrees with the employee's contention, the Sheriff shall attach the employee's memorandum to the document in the file and note thereon disagreement with the memorandum's contents.
- D. Any employee's signature on a document shall mean the employee has seen the document and not agreement with its content unless it is so stated on the document.

- E. Records of written reprimands shall cease to have force and effect or be considered in future discipline matters fifteen (15) months after their effective date, providing there are no intervening disciplinary actions taken during that time period.

Any record of discipline of any other kind shall cease to have force and effect thirty (30) months from the date of issuance, providing there are no intervening disciplinary actions taken during that time period. Outdated discipline records shall, upon the request of the employee, be removed from the personnel file and placed in an inactive file.

- F. The parties hereby agree that this Article shall be applied in compliance with O.R.C. 149.43, the Ohio Public Records law.

ARTICLE 11 LABOR-MANAGEMENT MEETINGS

Section 11.1. Meetings: In the interest of sound Labor-management relations, the Labor Council and the Employer will meet at agreeable dates and times for the purpose of discussing those matters outlined in Section 11.2 below. Normally, meetings held within this Article will be once every six (6) months unless matters of urgent nature require additional meetings. No more than three (3) employee representatives of the Labor Council, three (3) representatives of the County, and one (1) non-employee representative of the two (2) parties shall be permitted to attend such meetings.

Section 11.2. Agenda: The party requesting the meeting shall furnish an agenda and the names of the employees who will be attending, with the request for the meeting. Subjects that may be discussed at these meetings shall include but not be limited to the items listed below:

- A. Discuss the administration of this Agreement.
- B. Notify the Labor Council of changes made by the Employer which may affect bargaining unit members.
- 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 Labor Council representative the opportunity to share the view of its members and/or make suggestions on subjects of interest to its members.
- F. Discuss ways to improve efficiency and work performance.
- G. Consider and discuss health, safety, and training matters.

Section 11.3. Attendance/Reports: Labor Council employee representatives attending Labor-Management meetings shall not suffer a loss in pay for hours spent in such meetings, if held during the employee's regularly scheduled hours of work.

Written responses promised by the Employer representative during such meetings to items raised by the Labor Council representatives will be submitted to the top Labor Council representative who attended such meeting within two (2) weeks after such meeting, unless the parties mutually agree to a time extension. The Labor Council may submit a written report as a result of such meetings.

ARTICLE 12 LAYOFF AND RECALL

Section 12.1. Seniority List: For purposes of this article, Departmental seniority means an employee's length of total accumulated service with the Employer. For purposes of this article, classification seniority shall mean the total period of service in a classification. A departmental and classification seniority list for the bargaining units shall be kept by the Employer and shall be updated as necessary. A copy shall be available for inspection in a location designated by the Sheriff.

Section 12.2. Layoff Notification: When the Employer determines that a layoff or job abolishment is necessary due to lack of work or lack of funds, he will notify the affected employees at least twenty-one (21) calendar days in advance of the effective date of the layoff or job abolishment. The Employer, upon request from the Labor Council, agrees to discuss, with representatives of the Labor Council, the impact of the layoff on bargaining unit employees.

Section 12.3. Layoff: The Employer shall determine in which classification layoffs will occur and layoffs of bargaining unit employees will be by departmental seniority. For purposes of this article, classifications shall be Investigators, Corrections, Sergeants, and Road Patrol. Employees shall be laid off within each classification in order of departmental seniority, beginning with the least senior and progressing to the most senior, up to the number of employees who are to be laid off. In the event two (2) or more employees began work on the same day, their respective appointment times shall determine seniority listing.

Any employee who is laid off shall have the right to displace an employee with less departmental seniority in another classification, provided the laid off employee is qualified and has the appropriate state certificate and/or qualifications to perform the duties of the other classification without additional training.

Current employees shall be offered a one time opportunity to become certified as a corrections officer.

All temporary, intermittent, part-time, or seasonal employees within a classification, except those assigned to the Work Release Center, shall be laid off prior to any bargaining unit employees, and in no case shall such non-bargaining unit employees be used in such a manner as to affect a functional layoff by denying bargaining unit member work to bargaining unit members. Should

there be fulltime bargaining unit employees assigned to the Work Release Center at the time of a layoff, those fulltime employees will be part of the layoff, bumping and recall procedures in existence at the time of the layoff. Any gender requirements mandated by the State, pertaining to jail staffing, can be considered in layoff determinations.

Section 12.4. Recall: When employees are laid off, the Employer shall create a recall list. The Employer shall recall employees from layoff as needed. The Employer shall recall such employees according to departmental seniority, beginning with the most senior employees and progressing to the least senior, up to the number of employees to be recalled. An employee shall be eligible for recall for a period of eighteen (18) months after the effective date of the layoff. When the Employer recalls persons from the list, they shall be recalled to their previous classification, but not necessarily to the shift on which they were working when laid off.

Section 12.5. Recall Notification: Notice of recall shall be sent to the employee, by certified mail, with a copy to the Labor Council. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last address provided by the employee.

All members of the bargaining units with recall rights must be given the right to reinstatement before any temporary, intermittent, part-time, or seasonal or new employees may be hired or rehired or recalled in the Department.

Section 12.6. Time Limits: The recalled employee shall have seven (7) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work. The employee shall have up to fifteen (15) calendar days following the date of the Employer's notification to the employee in which to report for duty, unless a later date for returning to work is otherwise specified in the notice.

Section 12.7. Probationary Period: Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at layoff shall be required to finish such probationary period.

Section 12.8. Negotiated Voluntary Workweek Reduction: The Sheriff and union may negotiate to reduce the regular workweek of full-time employees in order to avoid a layoff of any full-time employee which is occurring due to a financial shortfall in the department budget, after the steps in Section 12.3 have taken place.

ARTICLE 13 RULES AND REGULATIONS

Section 13.1. Rules, Regulations and Orders: The Employer agrees that rules, regulations, and orders of the Sheriff's Office shall be furnished to all members of the bargaining units in written form, within ninety (90) days of the effective date of this Agreement.

To the extent possible, the Sheriff agrees that amendments to orders, rules, or regulations shall be posted (with a copy provided to the Labor Council representative) in written form seven (7) days

in advance of their implementation. The Labor Council or any members of the bargaining unit may, within three (3) days of the posting, request a meeting of the Labor-Management Committee to seek clarification or to present alternative viewpoints with respect to such amendments.

The rules and regulations shall be applied and interpreted consistently by the Employer and may not violate any provision of this Agreement.

Nothing contained in this Article shall be construed in any manner as a limitation of the Employer's right to alter its work rules, policies, or directives.

ARTICLE 14 SAFETY AND EQUIPMENT

Section 14.1. Safety Policy: The Employer agrees to furnish and to maintain in safe condition all tools, facilities, vehicles, equipment, and supplies the Sheriff reasonably deems necessary to safely carry out the duties of each Office position, but reserves the right to determine what those facilities, vehicles, and equipment shall be. Employees are responsible for reporting to the Employer any unsafe conditions or practice and for properly using and caring for all tools and equipment furnished by the Employer.

Section 14.2. Training: The Sheriff agrees to provide materials, equipment, and training for all covered employees in such degrees as is required by law or the Sheriff as a condition of employment. The Employer will provide, at no cost to the employee, adequate rounds of ammunition to be used for in-service firing qualification.

Section 14.3. Expenses incurred for meals while on official Employer-required training will be reimbursed at maximum cost of thirty-one dollars (\$31.00) per day with the proper submission of all required receipts and with the approval of the Employer.

An employee is eligible for such reimbursement only when training has been required by the Employer, and when travel extends through a normal meal period. If a meal(s) is furnished with the training, seminar, conference, etc., (excluding a continental breakfast, box lunches), no reimbursement will be provided for that meal. The Employer will not reimburse the employee for any gratuities paid.

Expenses for necessary lodging expenses will be reimbursed not to exceed the single room rate established for the conference or event, or as otherwise approved in advance by the Sheriff or designee.

Section 14.4. Vehicle Assignment: Employees who are currently assigned a vehicle and are permitted to drive the vehicle to and from their residences shall be required to maintain both the interior and exterior cleanliness of the vehicle. The employee shall also maintain the vehicle in an area that can be accessible for Sheriff's office usage at anytime. No member shall lose their vehicle privileges without just cause. However, the FOP/OLC agrees that if the Employer purchases new technology (such as *MDT/CDPD* laptop computers or vehicle locator systems or

other expensive systems), and cannot afford to equip all of the vehicles, then the Employer will no longer be required to abide by this provision. However, if cruisers continue to be assigned on a reduced basis, they shall be provided to members on a classification seniority basis.

Section 14.5. Lunch Periods: Each employee of the bargaining unit shall be granted a one-half (½) hour meal period during each regular work shift as their workload permits. Those employees required to remain on duty and on call during their meal period shall have the meal period considered as part of their standard workday schedule. Employees confirmed inside shall be provided facilities to heat or keep their meals cold.

Section 14.6. Safety and Jail Equipment: Jail monitors shall be maintained at current levels and Corrections Officers will be provided with a portable radio to use in cell areas. The Employer shall provide light weight soft body armor vests for all full-time sworn peace officer employees requesting the vests. The parties agree that the Employer may require those employees that have requested a vest to wear them. The Employer shall also replace body armor at such time the vests are no longer serviceable as provided in the manufacturer's specifications.

ARTICLE 15 HOURS OF WORK/OVERTIME

Section 15.1. Purpose: This Article is intended to define the hours of work per day and hours of work per week in effect at the time of execution of this Agreement. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 15.2. Workday/Workweek: For those members assigned to an eight (8) hours work shift, a workday shall consist of eight (8) consecutive work hours during a scheduled work shift. Except to accommodate change of shifts or days off, a workweek shall normally consist of five (5) workdays followed by two (2) consecutive days off. For those members assigned to ten (10) hour work shifts, a workday shall consist of ten (10) consecutive work hours during a scheduled work shift. Except to accommodate change of shifts or days off, a workweek shall normally consist of four (4) workdays followed by three (3) consecutive days off. The workweek shall be computed between 12:01 a.m. on Sunday of each calendar week and 12 o'clock midnight the following Saturday. The Employer normally will not change an employee's schedule once it has been posted.

Section 15.3. Overtime: When an employee is required to work in excess of forty (40) hours in a week, as defined above, he shall be paid overtime pay for such time over forty (40) hours in one (1) week at one and one-half (1½) times his regular hourly rate of pay.

Time worked on the first or second consecutive regular days off due to work schedules being changed at the request of the employee or trading days off by mutual consent of employees, or time worked as a result of changing shifts where there is a continuous twenty-four (24) hour per day operation and/or a continuous seven (7) day per week operation, is not subject to premium rates. Traded days off should be attempted to be scheduled and completed within the same pay period.

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

The words "hours worked" as used in this Agreement shall include all hours during which the member is on paid status. However, if a member is scheduled to work mandatory overtime (either a double back or double shift) and subsequently calls in sick for one of the two shifts, the sick leave hours used shall not be considered as hours worked for the computation of overtime.

Section 15.4. Call-In Part: "Call-in" occurs when a supervisor specifically requests an employee to return to work after completion of his regular schedule, but before he is scheduled to return to work.

When an employee is called in, he shall be paid for each hour worked, with a three (3) hour minimum. If applicable, the employee shall be paid at the employee's overtime rate of pay for the time worked.

As an inducement for investigators receiving and answering pages and/or telephone calls from the Sheriff, his designee, supervisors and/or to answer questions regarding investigations during non-working hours, the Sheriff agrees to an annual lump sum payment of two hundred dollars (\$200.00). The said payment shall occur on the first pay period in January of each year.

Section 15.5. Court Time: For each appearance, while off duty, an employee shall be paid for each hour in court, with a two (2) hour minimum. If applicable, the employee shall be paid at the overtime hourly rate.

Section 15.6. Overtime Opportunities:

- A. The Employer shall rotate overtime opportunities among qualified full-time employees who normally perform the work that is being assigned. The Employer shall post and maintain an overtime roster. This roster shall include a list of employees eligible for such overtime and an updated total of hours worked and hours refused by each employee.

Employees who show up for scheduled overtime shall receive one and one-half (1½) times their regular rate of pay for actual hours worked. Errors in the distribution of overtime opportunities shall be corrected at the next opportunity for overtime.

- B. An employee who refuses an overtime assignment shall be credited with the amount of overtime refused. Refusal of such overtime opportunities must be by the affected employee or the employee's spouse.
- C. If, after the list has been totally exhausted and the proper manpower has not been obtained to fill the scheduled overtime detail, the Employer shall fill the remaining manpower requirements for the overtime detail by mandatory assignment of the least senior member in each classification. However, no member will be required to work more than sixteen (16) consecutive hours nor required to work more than twelve (12)

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hours of total overtime during the pay period. (Investigators are exempt from the provisions of Article 15.6)

- D. The overtime list shall be available for review by the three (3) member employees who have been identified as the Labor Council representatives.

Section 15.7. Compensatory Time Option: The parties recognize that compensatory time (comp time) is a form of payment for overtime. Time will accumulate at the rate of one and one-half (1½) hours for each overtime hour worked.

When an employee works overtime, the employee, at his option, may choose whether to take comp time or receive overtime pay.

Members may accumulate up to a maximum of one hundred twenty (120) hours of compensatory time.

Comp time hours may be taken in multiples of two (2) hours and will require the prior approval of the Sheriff or his designee. Such approval shall not be unreasonably denied.

Unused comp time shall be paid at the current rate of pay and may be paid within the calendar year of accrual, based on Department budgeting constraints. Unused comp time may be carried over from year-to-year.

Upon separation from service for any reason, employees shall be paid at their current rate of pay for all accumulated hours of comp time. When an employee dies while in paid status in the County service, any unused comp time to his credit shall be paid in a lump sum to the surviving spouse or to the estate of the deceased.

Section 15.8. Extra Duty - Special Duty: Any organization or agency which contacts the Employer seeking deputies for extra duty or special duty shall pay the employee at the following rates per hour. Effective upon ratification of this Agreement, extra duty per hour rates for nonprofit and governmental agencies (e.g., fair board, schools, festivals, etc.) shall be \$17.50. Extra duty rates for for-profit and non-government shall be paid at the top step overtime rate for Road Patrol Deputies. Deputies on such assignments shall be considered to be on-duty. A separate extra duty-special duty roster shall be established for this section. The standard procedures regarding overtime assignments and equalization shall be followed. This section shall not prohibit auxiliary deputies from working when no regular deputies are available. Current practices regarding special enforcement contracts shall be continued for the duration of this Agreement.

Section 15.9. Schedule Selection: The Employer shall endeavor to provide non-probationary bargaining unit employees a measure of stability in their lives by assigning each to a shift for a period of six (6) months. Positions on each shift will be posted by the Employer on February 1 and August 1, and employees will be permitted to choose their shift preference by classification seniority. Within the shift assignments, the Employer shall determine the days off available for the employees. Within the shift and division assignments, bargaining unit employees shall be

permitted to bid on days off based on seniority. Such request shall not be unreasonably denied. Classification seniority shall mean the total uninterrupted period of service in a classification. However, if an employee previously held a position in a higher classification, and the employee was reduced in rank involuntarily (i.e. through a layoff, job abolishment or demotion), the employee shall also receive credit for all time spent in the higher classification. The shifts posted in February shall go into effect during the first week of March and the shifts posted in August shall go into effect during the first week of September. The shift preferences of employees, in the order of their classification seniority, shall be arbitrable under the grievance procedure set forth in this collective bargaining Agreement. The courthouse security position shall not be exempt from this provision.

If a job vacancy occurs on a shift in the bargaining unit, it will be offered first to the most senior qualified individual, continuing in order of seniority to the least senior qualified individual, who may be assigned involuntarily.

Section 15.10. Reserve Officers: Reserve officers may only be used in the replacement of scheduled time off, and elsewhere as provided for in this Agreement.

Section 15.11. Unless unusual circumstances prohibit, the work schedule for the bargaining unit members will be posted at least seven (7) days prior to the implementation of the schedule. Also, if changes in the posted work schedule become necessary, the effected members will be notified of such changes as far in advance as possible.

ARTICLE 16 WAGES

Section 16.1.

A. Effective January 1, 2013, all bargaining unit members shall receive an additional one percent (1%) increase over the 2012 rate and a base salary as follows:

Correction Officer	Step 1 Probation	Step 2 1 Year	Step 3 2 Years	Step 4 3 Years
Hourly	\$12.86	\$14.08	\$14.66	\$15.08
Annual	\$26,743	\$29,285	\$30,483	\$31,365
Road Deputy	Step 1 Probation	Step 2 1 Year	Step 3 2 Years	Step 4 3 Years
Hourly	\$14.08	\$15.30	\$15.97	\$16.64
Annual	\$29,285	\$31,827	\$33,214	\$34,621
Sergeants & Investigators	Step 1 Probation	Step 2 1 Year	Step 3 2 Years	Step 4 3 Years

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Hourly	\$14.58	\$15.84	\$16.51	\$17.16
Annual	\$30,336	\$32,941	\$34,348	\$35,693

B. Effective January 1, 2014, all bargaining unit members shall receive an additional two percent (2%) increase over the 2013 rate and a base salary as follows:

Correction Officer	Step 1 Probation	Step 2 1 Year	Step 3 2 Years	Step 4 3 Years
Hourly	\$13.11	\$14.36	\$14.95	\$15.38
Annual	\$27,278	\$29,871	\$31,092	\$31,992
Road Deputy	Step 1 Probation	Step 2 1 Year	Step 3 2 Years	Step 4 3 Years
Hourly	\$14.36	\$15.61	\$16.29	\$16.98
Annual	\$29,871	\$32,464	\$33,878	\$35,314
Sergeants & Investigators	Step 1 Probation	Step 2 1 Year	Step 3 2 Years	Step 4 3 Years
Hourly	\$14.88	\$16.15	\$16.84	\$17.50
Annual	\$30,942	\$33,599	\$35,035	\$36,406

C. Effective January 1, 2015, all bargaining unit members shall receive an additional two percent (2%) increase over the 2014 rate and a base salary as follows:

Correction Officer	Step 1 Probation	Step 2 1 Year	Step 3 2 Years	Step 4 3 Years
Hourly	\$13.38	\$14.65	\$15.25	\$15.69
Annual	\$27,824	\$30,468	\$31,714	\$32,632
Road Deputy	Step 1 Probation	Step 2 1 Year	Step 3 2 Years	Step 4 3 Years
Hourly	\$14.65	\$15.92	\$16.61	\$17.32
Annual	\$30,468	\$33,113	\$34,555	\$36,020
Sergeants & Investigators	Step 1 Probation	Step 2 1 Year	Step 3 2 Years	Step 4 3 Years
Hourly	\$15.17	\$16.48	\$17.18	\$17.85
Annual	\$31,561	\$34,271	\$35,736	\$37,135

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- D. Salaries indicated are for illustrative purposes and do not reflect a guaranteed income, the hourly rate is accurate.

Section 16.2.

- A. The Employer shall advance the employee to the next highest pay step on the first pay period following the required months of service in each step.
- B. Employees shall not suffer a reduction in pay in order to progress upward through the classifications.
- C. Employees shall not suffer a reduction in pay as a result of being placed on the wage schedule initially.
- D. Employees shall be placed in the step in any classification that reflects their department seniority.

Section 16.3. PERS Pickup (Fringe Benefit Method):

- A. Effective January 1, 2006, the Employer will report an additional 1.5%, for a total of 5.0%, of the bargaining unit employee's contributions as "picked-up" by the Employer. For purposes of this article, "picked-up" means that the Employer shall assume and pay to the Public Employees Retirement System of Ohio 5.0% of the employee's contribution. The remaining portion of the employee's contribution shall continue to be paid by the employee. No person shall have the option of receiving the "picked-up" contributions in cash instead of having them paid to the Public Employees Retirement System, and the Employer is paying these contributions in lieu of having the employees make these contributions.

**ARTICLE 17
HOLIDAYS**

Section 17.1 Holidays

- A. The following are designated as paid holidays:

New Year's Day	January 1
Martin Luther King Day	3rd Monday of January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25

- B. The enumerated holiday shall fall on the calendar days listed above or as declared by the appropriate governmental body, or in the absence of such declaration, as declared by the Sheriff.

Section 17.2. Holiday Overtime:

- A. If an employee does not work on the holiday, the employee shall receive either eight (8) hours straight time pay for the holiday or another day off, at the discretion of the employee. However, if an employee fails to use their time or receive pay for the holiday during the first ten (10) months of the year, the Sheriff reserves the right to pay straight time for the holiday.
- B. If an employee works Martin Luther King Day, President's Day, Labor Day, Columbus Day, Veteran's Day or the Day after Thanksgiving, the employee shall receive double time and a half (2.5) for all hours worked on the holiday, or time and one-half (1.5) plus another day off, at the employee's discretion. However, if an employee fails to use their time or receive pay during the first ten (10) months of the year, the Sheriff reserves the right to pay for the time for the holiday.
- C. If an employee works New Year's Day, Memorial Day, July 4th, Thanksgiving Day or Christmas, they shall receive triple time for all hours worked on the holiday, or time and one-half (1.5) plus another day and a half off, at the employee's discretion. However, if an employee fails to use their time or receive pay during the first ten (10) months of the year, the Sheriff reserves the right to pay for the time for the holiday.
- D. Employees who do not work on the holiday will receive their rate of pay equal to their regularly scheduled hourly work shift.
- E. Investigators may work a holiday if their case load requires and will be permitted another day off. However, the investigators shall not receive the double time and one-half (2.5) or triple (x3) time premiums unless they are called out to work.

**ARTICLE 18
VACATION**

Section 18.1. Amount of Vacation: Employees covered by this Agreement shall be entitled to vacation in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>ANNUAL LEAVE</u>
Less than 1 year	0
1 through 7 years	2 weeks (80 hours)
8 through 14 years	3 weeks (120 hours)
15 through 21 years	4 weeks (160 hours)
22 years and up	5 weeks (200 hours)

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Annual leave accrues to employees during the course of each year at the following rate for each biweekly pay period:

<u>ANNUAL LEAVE</u>	<u>CREDIT PER BIWEEKLY PAY PERIOD</u>
2 weeks	3.1 hours
3 weeks	4.6 hours
4 weeks	6.2 hours
5 weeks	7.7 hours

All vacation pay in accordance with the above schedule shall be paid at the employee's regularly scheduled rate of pay.

Section 18.2. Vacation Eligibility: Vacation scheduling shall be arranged with the prior approval of the Sheriff or designee. Insofar as practicable, vacation time off shall be granted at the times most desired by each employee, with the order of preference being determined on the basis of classification seniority as follows:

- A. Vacations are scheduled in accordance with the workload requirements of the Employer. All time off requests shall be submitted in writing and shall be responded to in a timely manner. Vacation requests submitted between January 1 and January 31 of each year of five (5) or more consecutive working days shall be given first priority and will be granted based upon classification seniority. Vacation requests of less than five (5) or more consecutive days made by January 31 of each year will be granted based upon classification seniority. Vacation requests received after the January 31 date and submitted more than thirty (30) days in the advance of the requested date will be granted, based upon workload requirements and classification seniority. Vacation requests submitted less than thirty (30) days of the requested date will be granted, based on workload requirements and on a first come-first served basis. If two (2) or more bargaining unit employees in the same work unit submit their request on the same day, the determining factor will be seniority. The parties recognize that the Employer has the authority to determine the number of employees that may be on vacation leave at any given time, however, vacation leaves will be granted at times most desired by employees provided the workload is not adversely affected. The schedules for the calendar year will be posted and the vacation selections will be posted as they are approved.

Section 18.3. Additional Considerations:

- A. At the end of each vacation year, an employee in full-time status shall be paid for any vacation balances in excess of two hundred (200) hours accumulation.
- B. Any member in full-time status who is to be separated from employment through removal, resignation, retirement, or layoff, and who has accrued but unused vacation leave shall be paid in a lump sum for such unused vacation leave in lieu of granting such employee a vacation leave after the employee's last day of service with the County. However, in the case where a member is removed by the Employer, no-compensation

will be given for a period of time in which the member's conduct is proven to have caused the removal.

- C. When an employee dies while in paid status during County employment, any accrued but unused vacation leave shall be paid in a lump sum to the surviving spouse or to the estate of the deceased.
- D. Regularly scheduled annual vacation shall take precedence over casual vacation time.
- E. Vacation days must be taken in full shift increments.

ARTICLE 19 PERSONAL DAYS

Section 19.1. Personal Days: After one (1) year service, employees shall have three (3) personal days awarded January 1st of each year. Personal days must be used in the same calendar year as awarded.

All personal days must be approved and will be granted based on available staffing provided the employee requests the personal day no less than one (1) hour prior to the start of the work shift.

ARTICLE 20 CLOTHING ALLOWANCE

Section 20.1. Allowance: The Employer shall furnish the basic uniform for all employees required to wear same according to the schedule in Section 20.4. All uniforms purchased by the Employer remain the property of the Employer and must be turned in when separated from employment.

Uniform items not accounted for shall be replaced at the employee's expense. Failure to do so shall result in the value of the uniform items not accounted for being withheld from the employee's separation pay.

Employees who are assigned to duty which does not require the wearing of a uniform will be given a clothing allowance in January of each year in the amount of six hundred twenty-five dollars (\$625.00). Any clothing purchased under this allowance must be approved by the Sheriff.

All bargaining unit members shall receive a maintenance allowance of two hundred fifty dollars (\$250.00) in January of each year.

Section 20.2. Repair or Replacement of Uniforms: The Employer shall repair or replace all uniform items damaged or destroyed in the line of duty so long as the damage is not due to the employee's negligence. Cleaning of uniforms shall be the responsibility of the employees.

Section 20.3. Repair or Replacement of Personal Items: The Employer shall replace or repair the following personal items damaged or destroyed in the line of duty so long as the damage is not due to the employee's negligence:

Eyeglasses - replacement cost.
Watches - replacement cost

Section 20.4. Schedule:

	<u>Deputy</u>	<u>Corrections</u>
TROUSERS	3	3
SHIRTS – W	3	3
SHIRTS – S	3	3
TIES	2	2
JACKET- W	1	1
HAT-W	1	
RAINCOAT	1	
HAT BADGE	1	
BREAST BADGE	1	
COLLAR BRASS	1 set	
NAMEPLATE	1	
WHISTLE	1	
WHISTLE CHAIN	1	
HANDCUFFS	1	
PROTECTIVE VEST	1	
SHOES	1 pair	1 pair

ARTICLE 21 LEAVES

Section 21.1. Sick Leave: Sick leave may be requested for the following reasons:

- A. Illness of the employee or illness of the employee's immediate family that requires the employee's presence.
- B. Exposure of an employee or a member of the employee's immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.
- C. Medical, dental, or optical examinations or treatment of an employee.
- D. Childbirth and/or related medical conditions.
- E. Injury of the employee.

An employee requesting sick leave shall cause notification to his immediate supervisor or other designated person of the facts and the reason two (2) hours prior to the time the employee is

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scheduled to report to work on each day of absence, unless other arrangements have been made with the supervisor or the employee is unable to report. The Employer may require an employee to furnish a signed statement to justify the use of sick leave.

Upon the employee's request, vacation leave may be used as sick leave after sick leave is exhausted. Employees who have exhausted sick leave and vacation leave may, at the discretion of the Employer, be granted an unpaid personal leave of absence, not to exceed six (6) months. For each completed eighty (80) hours in active pay status, an employee earns 4.6 hours of sick leave. (Active pay status shall be defined as hours worked, hours on approved paid leave, and on paid sick leave.) The amount of sick leave time anyone employee can accrue is unlimited. Sick leave shall be charged in minimum units of one (1) hour. Employees absent on sick leave shall be paid at the regular rate.

Employees who transfer between departments or agencies or from other public employment, or who are reappointed or reinstated within ten (10) years of prior public service employment, will be credited with unused balance of sick leave. All employees will be eligible for payment of sick leave at time of retirement up to a maximum of thirty (30) days. When an employee passes away while in active employment, the surviving spouse or the estate of the deceased will be eligible to receive sick leave payment for which the decedent would otherwise have qualified.

For purposes of this Section regarding sick leave, immediate family is defined as: spouse child, mother, father, foster parent or guardian, current mother-in-law, current father-in-law, or any dependent person living in the same household on a continuous basis.

Any employee fraudulently obtaining sick leave, or anyone found falsifying sick leave records, shall be subject to disciplinary action in accordance with the provisions of this agreement. Altering a physician's certificate or falsification of a written signed statement may be grounds for immediate dismissal. The Department retains the right to investigate any employee's absence.

All employees, the Union, and the Employer recognize that abuse or misuse of sick leave is of mutual concern and that all parties recognize their responsibility to use sick leave only for legitimate uses.

Sick leave abuse/pattern of abuse or misuse of sick leave is the use of sick leave for any purpose other for that for which it was intended or provided.

Consistent periods of sick leave usage may indicate a pattern of abuse, for example, but not limited to:

1. Before or after holidays without a doctor's excuse.
2. Before or after vacation/weekends or scheduled days off without a doctor's excuse.
3. Continued long term pattern of using sick leave without doctor's excuse or medical justification.

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4. Absence following overtime/off-duty assignments without a doctor's excuse.
5. Three (3) or more incidents of usage within any sixty (60) day calendar period without medical documentation. An incident of sick time use in any single block of time for which sick leave was utilized.
6. Fraudulent use of sick leave documents/altering physician's statements.
7. Other facts which may demonstrate abuse/misuse.

Employees who use more than thirty percent (30%) of their annual sick leave may be subject to evaluation by the Department, including complete physical and psychological examinations by medical personnel chosen and paid for by the Department. Such examinations which fail to substantiate the excessive use of sick leave may result in appropriate departmental action, including suspension or termination. The Employer reserves the right to terminate the employment of an individual who is unable to perform the duties of his/her position.

Anytime the Employer believes an employee may be abusing or misusing sick time, they will notify the employee in writing. If the employee continues the actions of abuse or misuse, the Employer will schedule a meeting with the employee and discuss the problems. The Employer reserves the right to have an employee undergo a medical examination, at the Employer's cost, by a physician of the Employer's choosing.

When sick leave abuse and/or misuse is substantiated, the Employer may initiate corrective action pursuant to the provisions of this Agreement.

Section 21.2. Funeral Leave:

- A. Employees shall be entitled to one (1) day off with pay not chargeable to accumulated sick leave. Sick leave may be taken up to two (2) days. For purposes of this paragraph regarding funeral leave, immediate family is defined as: grandchildren, brother-in-law, sister-in-law or any dependent person living in the same household on a continuous basis.
- B. Employees shall be entitled to up to three (3) days off with pay not chargeable to sick leave for the death of the employee's mother, father, brother, sister, child, or spouse.

Section 21.3. Military Leave:

- A. 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 in anyone (1) calendar year. The maximum numbers of hours for which payment can be made in anyone (1) calendar year is one hundred seventy-six (176) hours. The employee is required to submit to the Employer an order or

statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one (1) continuous period of time.

Employees who are members of those components listed above 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 monthly pay period of that leave, the lesser of:

- A. 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;
- B. five hundred dollars (\$500.00).

No employee will receive payment under this section, if the sum of the employee's gross military pay and allowances received in the period exceeds the employee's gross wage or salary.

Section 21.4. Leave of Absence:

Employees will be granted Family Medical Leave consistent with the provisions of the Family Medical Leave Act ("FMLA") of 1993 as amended.

A. Disability Leave: A physically or mentally incapacitated employee who has completed his/her probationary period may request in writing an unpaid disability leave. A disability leave may be granted for a period up to six (6) months provided the employee furnishes satisfactory medical proof of such disability with the written requests, and the disability leave can be extended for another six (6) months by the Employer upon the written request of the employee and with satisfactory medical proof for the extension, and the employee if:

- 1. Hospitalized or institutionalized;
- 2. On a period of convalescence following hospitalization authorized by a physician at the hospital or institution;
- 3. Declared incapacitated for the performances of the duties of his/her position by a licensed physician designated by the Employer.

It is the employee's responsibility to request a disability leave since leave is not granted automatically when an employee's sick leave has expired.

When an employee is ready to return to work, he shall furnish a statement by a physician releasing the employee to perform the duties of his/her position.

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The Employer may require an employee to be examined by a licensed physician designated by the Employer, at the Employer's expense. An employee found unable to physically or mentally perform the duties of his/her position by such physician shall be placed on disability leave.

- B. Education/Personal Leave: The Employer may grant a leave of absence to any employee for a maximum period of twelve (12) months for education reasons or for personal reasons of the employee. Such leave may be renewed at the discretion of the Employer.
- C. Rules Regarding Unpaid Leave: The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.

The granting of a leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer thirty (30) days prior to the requested commencement of the desired leave.

Upon completion of a leave of absence, the employee is to be returned to the rank level formerly occupied.

An employee may return to work before the scheduled expiration of leave is requested by the employee in writing and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved leave of absence, such employee shall be considered to have resigned his/her position, unless an employee has provided proof of extenuating circumstances which are accepted by the Employer.

Section 21.5. Special Leaves:

- A. Jury Duty Leave: An employee, while serving upon a jury in any court of record, will be paid at his regular salary for each of his work days during the period of time so served. Time so served shall be deemed active and continuous for all purposes.

Any fees received for such duty shall be remitted to the Employer.

- B. Examination Leave: Time off with pay shall be allowed to employees to take a required examination, pertinent to their employment.

Section 21.6. Injury Leave: Any employee who is disabled because of an injury suffered in the active performance of law enforcement activities on behalf of the Sheriff, shall receive paid injury leave for absences due to the injury after the first three (3) days, for which sick leave shall apply. If determined to be bona fide injury leave, such sick leave shall be reimbursed to the employee's account.

Examples of the active performance of law enforcement duties are: Officer responding to an emergency call or in pursuit of a subject, Officer checking a suspicious vehicle, incident or issuing a citation is injured by any means would be covered by injury leave. Officer walking across the parking lot falls and injures himself would not be eligible for injury leave. Officer

checking a business falls and injures himself would be eligible for injury leave. Injuries resulting from horse play or gross negligence are not grounds for injury leave.

Injury leave shall be available during a period of one hundred twenty (120) calendar days from the date of the injury. After one hundred twenty (120) calendar days from the date of injury, absences due to such injury shall be charged to sick leave.

An employee requesting injury leave shall, upon request by the Sheriff, submit to an examination by the County physician who shall determine the extent of the disability.

The Employer, at his sole discretion, may require that an employee whom requests injury leave will apply to BWC for medical benefits only, and not lost income benefits.

The Employer, at his sole discretion, may extend injury leave beyond ninety (90) workdays for the employee.

For an employee to qualify for injury pay, the employee must file within twenty-four (24) hours, if known at the time or immediately when it becomes known, with the Employer a written statement of the circumstances for the injury showing conclusively that the injury was sustained in the line of duty, how inflicted, and did not result from an accident, from misbehavior, or from negligence on the part of the employee. The employee must report the injury to their supervisor immediately, but not later than the end of their shift. A doctor's statement will be included stating nature and extent of employees injury.

For an employee to qualify for injury pay, the employee must first sign all salary continuation agreements and/or other documents requested by the Employer to evidence that the Employer is paying salary continuation in lieu of temporary total disability compensation pursuant to Ohio Workers' Compensation Act.

Any disputes regarding injury leave shall be submitted according to Article 8; Grievance Procedure, of this Collective Bargaining Agreement.

ARTICLE 22 INSURANCE

Section 22.1. Health Insurance: The Employer agrees to maintain the same level of benefits (Family/per person deductibles, co-pays, coverage percentages and maximum out of pocket expenses) as is provided to other Gallia County general fund employees or employees covered by a collective bargaining agreement (excluding Job & Family Services and County Engineer). Employees shall pay, by payroll deduction, 15% per family and 12 1/2% per single with the Employer paying the remaining 85% per family and 87 1/2% per single coverage. Proposed changes in insurance benefits shall be discussed with the FOP/OLC at least thirty (30) days prior to implementation. The FOP/OLC shall have the right to raise questions and/or suggest alternatives to the County. This discussion may be accomplished by utilizing the joint committee or procedure anticipated in Paragraph 2 of this section.

If any committee or procedure is established for the purpose of seeking employee input on any insurance benefit provided to bargaining unit employees, such committee or procedure shall include the participation of one (1) bargaining unit employee. The bargaining unit employee who participates in such committee or procedure shall be selected by the FOP/OLC.

Section 22.2. Life Insurance: Employees may purchase life insurance in addition to that life insurance provided with the health insurance plan, through the County payroll deduction plan, at the rates and increments established under that program at the employee's expense.

ARTICLE 23 WORK OUT OF CLASSIFICATION

Section 23.1. Higher Classification Work: Any employee who is temporarily required to perform at a higher classification position and performs the responsibilities of the higher classification position for more than two (2) consecutive hours shall be paid at a rate of compensation equal to that normally paid for the higher classification position of all hours worked in the higher classification position during that work day. If the Sheriff or Sheriff's designee determines that an employee has not adequately discharged the duties of an OIC, the Sheriff may discipline the employee as per Article 9 of this Agreement. Unless otherwise designated by the Sheriff at his sole discretion, the most senior deputy on that shift shall assume OIC duties.

ARTICLE 24 COPIES OF AGREEMENT

Section 24.1. Copies: The Employer will provide three (3) original copies of this Agreement within thirty (30) days from the date this Agreement is ratified by both parties.

Section 24.2. The FOP will provide each employee with one (1) copy of this Agreement, and ten (10) copies to the Employer within thirty (30) days of the signing of this Agreement.

ARTICLE 25 MUSCELLANEOUS ECONOMIC

Section 25.1. Expenses Reimbursement: The Employer shall reimburse employees for all reasonable job-related expenses, including meals, while working on assigned special details. The employees must submit necessary receipts along with the request for payment. Meals shall be reimbursed under the same provisions as found in Section 14.2.

Section 25.2. Return of Equipment: Upon separation or death of a bargaining unit member, whichever is applicable, no unused comp time, vacation, or sick leave will be paid until all County-owned property and uniforms are returned.

Each employee shall be furnished a list of items they must return which will be updated as necessary.

ARTICLE 26
WAIVER IN CASE OF EMERGENCY

Section 26.1. Waiver: In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Gallia County Sheriff, the Federal or State legislature, or where acts of God affect the safety and health of the citizens of Gallia County, the following conditions of this Agreement shall automatically be suspended:

- A. Time limits for Management's or the Union's replies on grievances.
- B. All work rules and/or agreements and practices relating to the assignment of all employees.

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

ARTICLE 27
PROMOTIONS

Section 27.1. Vacancies: Whenever the Employer determines that a vacancy exists, a notice of such vacancy shall be posted on the Employer's bulletin board for a period of fourteen (14) consecutive workdays, not including the date of posting.

During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the fourteen (14) day period has expired or who do not meet the minimum qualifications for the job. Postings shall contain the classification title, rate of pay, a brief summary of job duties, and the minimum qualifications.

The Employer will strive to provide newly hired probationary employees a performance evaluation approximately midway and prior to the end of the employee's probationary period.

Section 27.2. Promotions: For promotional appointments, the Employer shall consider only applications of employees that have been employed by Gallia County Sheriff's Department in the next lower classification with the Dispatcher and Jailer classifications being equal. For the purposes of this section, a vacancy in the rank of Sergeant shall be open to Investigators and Road personnel equally. If there are less than three (3) employees in the next lower classification, applications shall be opened for an additional seven (7) days to all current bargaining unit members below the rank for which the vacancy exists. If there are still fewer than three (3) qualified employees applying for the promotional position, the Employer maintains the right to take applications from outside the Department. Every qualified applicant for the vacant position will be considered based upon the following criteria:

- A. Having a passing score of at least seventy percent (70%) or more on the Gallia County Sheriff's Department promotional examination for the vacant position. All promotional

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examinations shall be supplied by an independent outside agency. (All promotional examinations must be job-related and in writing.) Disputes concerning the appropriateness of a particular examination shall first be referred to the Labor Management Committee and, if not resolved in that forum, may be the subject of a grievance initiated at Step 2 of the grievance procedure.

- B. Job performance based on work record within the Sheriff's Department: The said job performance grade shall be obtained from the employee's last two (2) written annual performance evaluations. A maximum of ten percent (10%) of the total grade attainable on the written examination may be awarded by the Sheriff, based on such work record.
- C. Seniority Points: Credit for seniority shall equal, for each of the first four (4) years of service, one percent (1%) (prorated per month) of the total grade attainable in the written examination, and for each of the fifth (5th) through fourteenth (14th) years of service, six-tenths of one percent (0.6%) of the total grade attainable.

Points for efficiency (job performance) and seniority shall be added to the score of the written examination; however, no credit for seniority, efficiency, or any other reason shall be added to an examination grade unless the applicant achieves at least the minimum passing score on the examination without counting such extra credit. For the purposes of this article the word "attainable" shall mean one hundred (100).

Section 27.3. The Employer shall select the employee who achieves the highest grade. The FOP shall be notified of the individual selected within five (5) working days of appointment. The eligibility list from the promotional exam shall be good for a period of two (2) years from the date of the test.

Section 27.4. An employee selected shall be considered to have qualified for the position when he has completed the probationary period.

Section 27.5. Should an employee fail to satisfactorily complete his probationary period, he shall be returned to his former position.

Section 27.6. An employee or new hire who is awarded a position as a result of a successful application may not apply for another vacant position for a period of one (1) year from the date he assumes the new position.

Section 27.7. "Promotional position" is defined as any position that carries a higher rate of pay than the position the employee currently holds.

Section 27.8. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one calendar year except as follows. Any absences from work individually or collectively exceeding twenty (20) working days shall automatically extend the new hire probationary period for an equal number of scheduled working days, and no advance notice to the employee or

FOP/OLC is required for such extension of new hire probationary period due to absence from work. However, the Employer agrees to notify the employee and the FOP/OLC of the extension and newly set expiration of the new hire probationary period. A newly hired probationary employee may be terminated any time during his probationary period and such termination shall not be appealable through the grievance procedure of this Agreement.

Section 27.9. Any employee who is promoted under provisions of Article 27 of this Agreement, shall not be considered a newly hired employee. However, employees who are promoted will be required to successfully complete a promotional probationary period for the new position. The probationary period shall begin on the effective date of the promotion and shall continue for a period of six (6) calendar months. In the event that by the end of the six (6) calendar month a newly promoted officer cannot perform the new job satisfactorily, the employee shall be returned to the employee's former position.

ARTICLE 28 LONGEVITY PAY

Section 28.1. Longevity Pay: Bargaining Unit members shall receive longevity compensation for full-time service with the Gallia County Sheriff's Department, as follows:

<u>Years of Service</u>	<u>Hourly Adjustment</u>
Five years	.10 cents
Ten years	.20 cents
Fifteen years	.30 cents
Twenty years	.40 cents
Twenty-five years	.50 cents

These amounts are not cumulative, but are the total which will be added upon completion of five (5), ten (10), fifteen (15), twenty (20), or twenty-five (25) years service.

ARTICLE 29 SICK LEAVE CONVERSION

Section 29.1. Employees who maintain a sick time balance of two hundred fifty (250) hours may convert three (3) days of sick leave to vacation or cash buyout.

Section 29.2. Employees who maintain a sick time balance of three hundred fifty (350) hours may convert four (4) days of sick leave to vacation or cash buyout.

Section 29.3. Employees who maintain a sick time balance of five hundred fifty (550) hours may convert five (5) days of sick leave to vacation or cash buyout.

Section 29.4. The employee may decline to convert any portion of their accumulated sick leave. Conversion is at the employee's sole discretion.

Section 29.5. Sick time conversion will take place anytime the employee becomes eligible and requests such conversion in writing, however not more than once during any calendar year.

Section 29.6. In addition to the above conversion, employees who use less than five (5) days of sick time during the present calendar year may convert one (1) sick day to vacation or cash buy out.

Section 29.7. This Article shall not apply to employees who use more than one-hundred and twenty (120) hours of sick leave during the present calendar year. (Said calendar shall occur on the second Monday of December).

ARTICLE 30 NATIONAL POLICE MEMORIAL DAY

- A. One employee from each division who elects to attend National Police Memorial Day ceremonies at the Ohio Police Officers Academy, or any other site approved by the Sheriff may attend while on duty. If more than one employee from any division requests to attend the ceremonies, the most senior member shall be granted. However, the Sheriff may grant additional requests based on operational requirements.
- B. Employees who are not on duty during scheduled ceremonies and elect to attend may change their work shift in order to attend scheduled ceremonies as long as they provide a minimum of three (3) days prior notice to the Sheriff.
- C. Employees who attend National Police Memorial Day ceremonies shall be considered on duty and will be compensated accordingly.

ARTICLE 31 SUBSTANCE TESTING

Section 31.1. Drug/alcohol testing may be conducted on employees' pre-promotional, post-accident or if there is probable cause to believe that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner and may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern of 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 which is independently corroborated;

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- 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.

Such probable cause shall be recorded and reduced to writing as soon as practicable and a copy thereof given to the member.

Post-accident testing may occur whenever there is substantial damage done to the County vehicle, injury or death of anyone involved in the accident, or the employee is cited by the investigating law enforcement agency.

Section 31.2. Drug Testing Procedures. All drug screening tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS) or certified by DHHS-recognized certification program. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. The split sample method of collection shall be used and will follow prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this article.

Section 31.3. Alcohol Testing Procedures: 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, above .03% by weight of alcohol per two hundred ten liters of his breath, shall entitle the Employer to proceed with sanctions as set forth in this article. This allowance recognizes that certain substances (e.g., medicines, mouth washes) may contain alcohol.

Section 31.4. Test Results/Refusal to Submit to Testing: Prior to any testing, the member shall be given the opportunity to request the presence, or seek the advice, of an FOP/OLC representative. Any test shall be given immediately after discussion with the bargaining unit member and the FOP/OLC representative, but no more than twenty-four (24) hours after the probable cause determination was made, whichever is sooner. 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 for the bargaining unit shall have a right to 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 31.5. Confirmatory Testing:

- A. If a drug screening test is positive, a confirmatory test shall be conducted utilizing the split sample collected in the manner prescribed above, and retested by another DHHS certified laboratory. The request to retest must be presented to the Employer within seventy-two (72) hours of the employee being notified of a positive result.

- B. In the event the split sample 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 split sample test contradicts the results of the first test, or the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.
- D. In the event that the split sample test contradicts the result of the first test, the split sample result is determined to be the final result. 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, and the employer will pay for the split sample.

Section 31.6. Positive Test Results:

- A. In all cases of drug and alcohol use and abuse, the Employer will give strong consideration to the use of rehabilitation instead of discipline. However, if circumstances warrant, the Employer reserves the right to impose appropriate discipline.
- B. If the employee is not terminated for just cause, 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 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 leave, 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.

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 31.7. Payment of Testing Costs: Costs of all drug screening tests and confirmatory tests shall be born by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

Section 31.8. The Employer may conduct four (4) tests of an employee during the one (1) year period after the employee has completed a rehabilitation or detoxification program as provided above.

Section 31.9. The provisions of this article shall not require the Employer to offer a rehabilitation or detoxification program to any employee more than once.

ARTICLE 32 RETIREMENT

Section 32.1. Retired employees in good standing shall be permitted to retain their Office credentials. The Employer may exercise the option to stamp said credentials with the text "Retired".

Section 32.2. Employees within twelve (12) months prior to retirement shall be allotted a maximum of two (2) working days to be deducted from sick time to travel to P.E.R.S. and correlate any retirement affairs. Verification of attendance may be required by the Employer.

Section 32.3. In the event that the employee declines to retire, any leave time taken regarding this article shall be converted to any authorized paid leave from accumulated compensatory time, vacation time, compensatory or holiday leave time available to the employee. The paid absence day in this article is a one (1) per career usage.

Section 32.4. Upon retirement in good standing, the employee shall be permitted to purchase their service weapon at fair market value.

ARTICLE 33 WAIVER OF STATE CIVIL SERVICE AND RELATED LAWS

Section 33.1. 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. Rules, regulations and orders, where such does not conflict with an express provision of this agreement, shall continue to apply to bargaining unit employees in accordance with Article 13-Rules and Regulations. Further, Section 124.388 and 124.57 O.R.C. shall continue to apply to bargaining unit employees.

Section 33.2. 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 33.3. 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) O.R.C., 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:

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<u>Contract Article</u>	<u>Supercedes/Prevails Over</u>
Article 9, Discipline and Investigations	O.R.C. 124.03, 124.34 O.A.C. 124:1-31-01 through 124:1-31-04
Article 12, Layoff & Recall	O.R.C. 124.32, 124.321 through 124.328 O.A.C. 123:1-41-01 through 123:1-41-23
Article 15, Hours of Work/Overtime	O.R.C. 4111.03
Article 17, Holidays	O.R.C. 325.19
Article 18, Vacations	O.R.C. 9.44, 325.19
Article 21, Leaves	O.R.C. 124.387, 124.135; O.R.C. 124.38 through 124.391 O.A.C. 123:1-34-01, 123:1-34-08, 123:1-34-09; 123:1-34-03
Article 27, Promotions	O.R.C. 124.27- 124.32 O.A.C. 123:1-19-01 through 123:1-19-05
Article 29, Sick Leave Conversion	O.R.C. 124.39, 124.391

ARTICLE 34
K-9 ISSUES

Section 34.1. Except in the case of an emergency requiring the presence of the K-9 Officer and/or the canine units, the K-9 Officer will be given adequate time while on duty (one [1] hour) daily for grooming and care of the canine unit.

Section 34.2. Subject to the operational needs of the department, two (2) days per month for which the K-9 Officer will be compensated shall be dedicated to the training of the canine unit.

Section 34.3. Any "call-in" from the regular shift of the K-9 Officer shall be handled in accordance with Article 15, Section 15.4 - Call-In Part, of the current Collective Bargaining Agreement.

Section 34.4. Upon prior approval of the Sheriff, which approval shall not be unreasonably denied, the Sheriff agrees to pay for any and all expenses related to the maintenance of the canine unit, including but not limited to, all veterinary bills, food, prescription drugs, and/or any other expenses reasonably related to the care and upkeep of the canine.

Section 34.5. Any dispute over the terms and conditions of the canine program as it related to this contract will be referred to mediation pursuant to the rules of the American Arbitration Association. Any dispute which is not resolved in mediation is subject to Article 8 – Grievance Procedure, of the current Collective Bargaining Agreement.

Section 34.6. The current Collective Bargaining Agreement applies to the K-9 Officer except to the extent that a specific addition or modification is set forth in this Agreement. Any further modification of the current contract or this Agreement as it applies to the K-9 Officer is ineffective unless set forth in a written document signed by all of the interested parties.

Section 34.7. The Sheriff agrees that the canine unit will be granted a full commission and therefore, the Sheriff agrees to assume full liability for any action or inaction of the canine unit with respect to any conduct of the canine unit's duties and the duties of the K-9 Officer as sworn law enforcement officers and/or employees of the Gallia County Sheriff's Office.

Section 34.8. The Sheriff agrees to reimburse the K-9 Officer for the cost of the steam cleaning of the carpets in his residence once annually.

Section 34.9. During the life of this Agreement, in the event that the canine program is terminated for any reason, the K-9 Officer shall have the right of first refusal to purchase the canine for one dollar (\$1.00). Purchase of a canine shall be conditioned upon the K-9 Officer entering into an agreement releasing the Sheriff's Office and its employees from any and all liability relative to the canine subsequent to purchase.

Section 34.10. In the event that the canine is terminated for any reason, the K-9 Officer shall have the right of first refusal to handle any canine subsequently put into service by the Gallia County Sheriff's office to replace the terminated canine.

ARTICLE 35 MID-TERM ISSUES

Section 35.1. The procedures contained in this article shall govern mid-contract term disputes arising between the Labor Council and the Gallia County Sheriff (Employer) concerning proposed changes in terms and conditions of employment.

- A. In the event the Employer makes or proposes to make any changes in wages, hours, or terms and conditions of employment before the expiration of this Agreement, either party may serve notice upon the other of its desire to negotiate such a change.
- B. The parties shall continue in full force and effect all terms and conditions of this existing Agreement unless and until a new or modified Agreement is agreed upon or established by operation of this article.

Section 35.2. At any time after the commencement these mid-term negotiations, if either party believes that negotiations have reached an impasse, the parties shall submit their dispute to an

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agreed upon fact-finder by selecting from a list of nine (9) arbitrators provided by FMCS in accordance with this section and submit the dispute to fact-finding.

- A. The list may be requested from FMCS by either party. Each party has the right to reject one list provided by FMCS in which event the rejecting party shall immediately ask FMCS and pay for a substitute list.
- B. The fact-finder shall proceed to hold a hearing to resolve the impasse in accordance with the rules of the Ohio State Employment Relations Board applied to fact-finding procedures. These rules shall apply except as modified by this article.
- C. Each party shall submit a written statement outlining its position on each of the unresolved issues and the language for insertion in the contract by which it proposes to resolve the impasse.
- D. The fact-finder shall make a final recommendation as to all of the unresolved issues.
- E. The following guidelines shall be applied by the fact-finder:
 - 1. The fact-finder shall establish times and place of the hearing.
 - 2. The fact-finder shall take into consideration the factors listed in Section 3(0) below.
 - 3. The fact-finder may attempt mediation of the dispute at any time until a final recommendation is made.
 - 4. The fact-finder shall transmit recommendations to the Employer and the Labor Council at the same time via U.S. Mail, by fax or by email.
 - 5. Each party shall pay one-half (½) the cost of the fact-finding procedure.
- F. Not less than fourteen (14) days after the recommendations of the fact-finder are received by the parties, the Labor Council and/or legislative body by a three-fifths (3/5) vote of the total membership may reject the recommendations. If neither party rejects the recommendations, the recommendations shall be deemed agreed upon as the final resolution of the issues submitted. The existing collective bargaining agreement shall be deemed to be modified by incorporating the recommendations of the fact-finder, and all other issues tentatively agreed upon before the disputed issues were submitted to the fact finder.

Section 35.3. If either the legislative body or the membership of the Labor Council rejects the recommendations, the parties may again attempt to reach a settlement of the issues still in dispute by further negotiations. Within fourteen (14) days of the vote by either party to reject the recommendations of the fact-finder, the parties shall submit any issues still in dispute to a final offer settlement procedure, binding conciliation in accordance with the procedures provided in this section.

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- A. The parties shall request a list of nine (9) arbitrators from FMCS.
- B. They shall select an arbitrator to serve as a conciliator from the list provided by FMCS.
- C. The parties shall submit all unresolved issues to conciliation.
- D. The conciliator may attempt mediation at any time until the final report is issued.
- E. The conciliator shall establish a time and place for the hearing.
- F. Not later than five (5) days before the hearing, each of the parties shall submit to the conciliator and to the opposing party a written report summarizing the unresolved issues, and the language by which that party proposes to resolve the dispute as of each issue.
- G. The conciliator shall be an arbitrator and shall have the power of an arbitrator under O.R.C. § 2511 to issue subpoenas for the hearing. The conciliator shall take all the evidence and either party may make a record at its own expense.
- H. The conciliator shall proceed to hold a hearing to resolve the impasse in accordance with the rules of the Ohio State Employment Relations Board applied to conciliation procedures. These rules shall apply except as modified by this article.
- I. After the hearing, the conciliator shall resolve the unresolved issues by selecting on an issue-by-issue basis from between each of the final settlement offers made by the parties taking into consideration the following:
 - 1. Past collectively bargained agreements between the parties.
 - 2. Comparison of the issues submitted to conciliation relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work.
 - 3. The interests and welfare of the public, the ability of the public employer to finance and administer the resolution of the issues proposed, and the effect of the adjustments on the normal standard of public service.
 - 4. The lawful authority of the public employer.
 - 5. The stipulations of the parties.
- J. The conciliator shall make written findings of fact and publish a written opinion and order deciding the issues presented by the parties. The Conciliator shall deliver a copy to each of the parties, at the same time via U.S. mail, by fax or email.
- K. The parties shall each pay one-half (½) the cost of the conciliation procedure.

Section 35.4. The issuance of a final offer settlement award constitutes a binding mandate to the Employer and the Union to take whatever action may be necessary to implement the award. Both parties agree to be bound by the award and order on all issues resolved by the conciliator and all issues previously resolved by agreement of the parties during negotiations. This award, order, and all previously negotiated agreements, shall constitute amendments to the collective bargaining agreement without the necessity of either party taking any further action. However, the parties may, if they desire to do so by agreement execute an amended collective bargaining agreement including the award and order of the conciliator and all tentatively agreed upon issues not submitted to the conciliator for resolution.

**ARTICLE 36
POLITICAL ACTIVITY**

The Employer shall not promulgate rules governing political activity that are more restrictive than applicable law.

**ARTICLE 37
DURATION OF AGREEMENT**

Section 37.1. Duration:

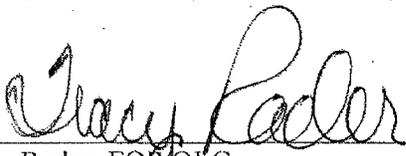
- A. This Agreement shall be effective as of January 1, 2013, and shall remain in full force and effect until December 31, 2015.
- B. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, nor later than forty-five (45) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations and shall meet to establish the bargaining guidelines within two (2) calendar weeks upon receipt notice of intent.

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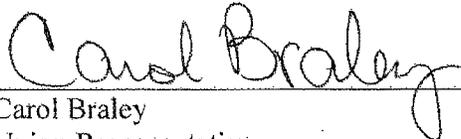
SIGNATURE PAGE

In witness whereof, the parties have executed this Agreement as of the 25th day of July, 2013 in Gallia County, Ohio.

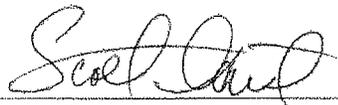
FOR THE FOP/OLC:



Tracy Rader, FOP/OLC
Union Representative



Carol Braley
Union Representative



Scott Darst
Union Representative

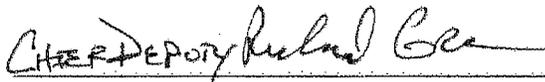


Eric Werry
Union Representative

**FOR THE GALLIA COUNTY
SHERIFF'S OFFICE:**



Sheriff Joe Browning
Gallia County Sheriff's Office



Chief Deputy Richard Grau
Gallia County Sheriff's Office



David A. Riepenhoff, Labor Counsel