



13-MED-03-0201
13-MED-03-0202
2096-02/ 2096-04
K30740

03/21/2014

**AGREEMENT
BETWEEN**

THE SANDUSKY COUNTY SHERIFF'S OFFICE

AND

**THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION**

**SERB CASE NOS. 13-MED-03-0201
13-MED-03-0202**

Effective June 1, 2013 until June 1, 2016

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PREAMBLE/PURPOSE

This Agreement, entered into by the Sandusky County Sheriff's Office, hereinafter referred to as the "Employer," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA," has as its purpose the following:

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.

ARTICLE 1 RECOGNITION

Section 1.1. The Employer recognizes the OPBA as the exclusive representative for the purpose of negotiating wages, hours and terms and conditions of employment for those employees included in the bargaining unit as certified by the Ohio State Employment Relations Board in Case No. 84-RC-04-0244 dated July 22, 1985. Included are all full-time regular Deputies on the Sandusky County Sheriff's Office including Patrol Officers, Corrections Officers and Communications Officers.

The Employer recognizes the OPBA as the exclusive representative for the purpose of negotiating wages, hours, and terms and conditions of employment for those employees included in the bargaining unit as certified by the Ohio State Employment Relations Board in Case No. 09-REP-03-0031 dated July 31, 2009. Included are all full-time jail nurses in the Sandusky County Sheriff's Office.

Section 1.2. All other positions and classifications of the Employer not specifically certified by the Ohio State Employment Relations Board as being included in the bargaining unit, shall be excluded from the bargaining unit.

ARTICLE 2 DUES DEDUCTION

Section 2.1. The Employer agrees to deduct OPBA membership dues in accordance with this Article for all employees eligible for the bargaining unit upon the successful completion of ninety (90) days of their individual probationary periods.

Section 2.2. The Employer agrees to deduct regular OPBA membership dues from each regular pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 2.3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of dues. The OPBA hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the OPBA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the OPBA.

Section 2.4. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization in accordance with the terms of this Agreement; or (6) resignation by the employee from the OPBA.

Section 2.5. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of OPBA dues.

Section 2.6. The parties agree that neither the employees nor the OPBA shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the dues deduction would normally be made by deducting the proper amount.

Section 2.7. The rate at which dues are to be deducted shall be certified to the County Auditor by the treasurer of the OPBA during January of each year. One (1) month advance notice must be given the County Auditor prior to making any changes in an individual's dues deductions.

Section 2.8. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

Section 2.9. It is agreed that all employees who do not join the OPBA or remain members in good standing shall be required to pay a fair share fee to the OPBA. This obligation shall commence upon the successful completion of ninety (90) days of employment.

This provision shall not require any employee to become a member of the OPBA, nor shall the fair share fee exceed that percentage of the normal dues used by the OPBA in administration of the Collective Bargaining Agreement. The deduction of a fair share fee by the Employer from the payroll check of the employee and its payment to the OPBA is automatic and does not require the written authorization of the employee.

Employees who are not members of the employee organization shall have all rights prescribed in Section 4117.09(C) of the Ohio Revised Code.

ARTICLE 3
MANAGEMENT RIGHTS

Section 3.1. The OPBA recognizes and accepts the right and authority of the Employer 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 organization 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 operation are to be conducted;
- I. To suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
- J. To determine the size, duties, qualifications and adequacy of the work force;
- K. To determine the overall mission of the Sheriff's Office as a unit of government;
- L. To effectively manage the work force;
- M. To promulgate and enforce reasonable work rules;
- N. To take actions necessary to carry out the mission of the Employer as a governmental unit;
and
- O. To determine the work schedules.

Section 3.2. The OPBA recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing Agreements shall remain the exclusive function of the Employer.

ARTICLE 4
NO STRIKE/NO LOCKOUT

Section 4.1. The Employer and the OPBA recognize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

During the term of this Agreement, the OPBA and members of the bargaining unit shall not directly or indirectly authorize, cause, engage in, sanction, finance or assist in any sick call, work stoppage, strike, sympathy strike, slowdown or other unlawful interference which effects the Employer or his operations. Should any employee(s) engage in a sick call, work stoppage, strike, sympathy strike, slowdown or other unlawful interference, the OPBA will promptly do whatever it can to prevent or stop such unauthorized acts, including the preparation of a letter addressed to the Employer stating "the strike action is not sanctioned and all employees should return to work immediately" signed by the ranking OPBA officer.

Section 4.2. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 1 of this Article is subject to discipline up to and including discharge by the Employer. An employee who violates Section 1 of this Article shall have his group insurance coverage revoked. Such insurance revocation shall be subject to the grievance procedure to determine if the employee did or did not violate Section 4.1 causing loss of insurance coverage. If said employee is found at the conclusion of the grievance procedure to have not violated Section 4.1, then any expenses incurred during loss of insurance coverage shall be reimbursed. Said expenses shall be those that fall within the group insurance coverage.

Section 4.3. During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of its employees unless those employees shall have violated Section 4.1 of this Article.

Section 4.4. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 5
HOURS OF WORK/OVERTIME

Section 5.1. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting efficiency or improving services or from establishing the work schedules of employees. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 5.2. The normal workweek for Communications Officers shall consist of forty (40) hours exclusive of any unpaid lunch period. The workweek for Communications Officers shall be computed between 12:01 a.m. on Sunday of each calendar week and 12:00 midnight the following Saturday.

Section 5.3. When a Communications Officer is required by the Employer to work more than forty (40) hours in a calendar week as defined in Section 5.2 above, he shall be paid overtime pay for all time worked in excess of forty (40) hours. Overtime pay shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate of pay.

Section 5.4. The work period for Patrol Officers and Corrections Officers shall be fourteen (14) days, eighty (80) hours. Effective with the first full fourteen (14) day work period following the execution of this Agreement, a Patrol Officer or Corrections Officer who is required to work more than eighty (80) hours during the established fourteen (14) day work period will receive overtime pay for the time worked in excess of eighty (80) hours. Overtime pay shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate of pay.

For the purposes of determining an employee's eligibility for overtime, "hours required to work" will include actual work hours and compensatory time off and vacation leave. All other hours for which the employee is compensated but does not actually work shall not be included in determining eligibility for overtime.

Section 5.5. There shall be no pyramiding of premium pay or duplication of payment for hours worked or paid.

Section 5.6. Any bargaining unit employee may request to accumulate compensatory time off in lieu of overtime pay, for any authorized overtime worked. Compensatory time shall be granted at the Employer's discretion. If the employee wishes to request compensatory time, he shall designate this request in writing, to the Employer prior to the end of the pay period in which the overtime is worked.

Compensatory time, if granted, will be on a time and one-half basis for each hour of overtime worked, at a time mutually convenient to the employee and the Employer. Employees may not be permitted to accumulate over sixty (60) hours of compensatory time and must use their accumulated compensatory time within one hundred-eighty (180) days after the overtime is worked. Any compensatory time not taken within one hundred- eighty (180) days shall be paid.

An employee who requests the use of compensatory time must submit such request to the Employer as follows:

<u>Requested Compensatory Time Off</u>	<u>Advance Time for Request</u>
One (1) week or more	One (1) month
Less than 1 week, but more than 1 day	Two (2) weeks
One (1) day or less	One (1) week

Section 5.7. A bargaining unit employee, who in his capacity as a member of the Sheriff's Office, is required to report for court duty outside of his regular scheduled shift, shall be paid a minimum of two (2) hours pay at the straight time or overtime rate, whichever is appropriate in accordance with other Sections of this Article. The two (2) hour minimum will not apply when the court time overlaps or runs contiguous to the employee's regular scheduled shift hours. Officers who are required to report for court duty must check in with the shift commander on duty at the beginning and the end of the court duty and provide a copy of the court order requiring them to report.

Section 5.8. Whenever an employee is called to work or required to report at a time other than his regular work schedule, thereby necessitating additional travel to and from work, he shall be guaranteed two (2) hours work or pay upon arrival at the straight time or overtime rate whichever is appropriate in accordance with the other Sections of this Article. It is understood that any call-in which starts prior to the regular shift and continues into the employee's regular shift or time worked immediately following the regular shift, shall not be eligible for the minimum as provided above.

Section 5.9. The Employer shall maintain a total of compensatory time accumulated for each employee, which shall be updated bi-weekly.

Section 5.10. Employees required to work during the daylight savings time change during April and October of each year shall be paid for their actual hours worked.

Those employees required to work in excess of eight (8) hours, because of the time change, shall receive applicable straight time or overtime pay in accordance with this Article.

Those employees required to work only seven (7) hours, because of the time change, shall receive seven (7) hours pay at their straight time rate.

Section 5.11. All overtime assignments within each classification of employees in the bargaining unit will be first offered to qualified persons within the appropriate bargaining unit classification and then to other qualified bargaining unit members before it is offered to any employee outside of the bargaining unit.

Errors in the distribution of overtime opportunities under this section will be remedied by the Employer offering the adversely affected employee(s) the next available overtime opportunity of at least the same duration as the opportunity that was lost.

ARTICLE 6

NONDISCRIMINATION

Section 6.1. The Employer and the OPBA agree not to unlawfully discriminate against any bargaining unit employee because of that individual's age, race, religion, national origin, ancestry, sex, disability, genetic information, or military status.

Section 6.2. The OPBA expressly agrees that membership in the OPBA is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

Section 6.3. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 7
ASSOCIATION REPRESENTATION

Section 7.1. The Employer agrees to admit not more than one (1) OPBA staff representative to the Employer's facilities during the Employer's normal office business hours, Monday through Friday.

The staff representative shall be admitted to the Employer's facilities, for the purpose of processing grievances or attending meetings as permitted herein, providing twenty-four (24) hours advance notice is given to the Employer.

Section 7.2. The OPBA shall submit in writing the names of employees who will act as employee representatives for processing grievances as outlined in the Grievance Procedure.

Section 7.3. The OPBA shall provide to the Employer an official roster of its officers and employee representatives which is to be kept current at all times and shall include the following: (1) name, (2) address, (3) home telephone number, (4) immediate supervisor, (5) OPBA office held. No employee shall be recognized by the Employer as an OPBA employee representative until the OPBA has presented the Employer with written certification of that person's selection.

Section 7.4. The investigation and writing of grievances shall be on non-duty time. The authorized representative shall be permitted time to deliver grievances to the next step of the grievance process without loss of pay.

Grievance hearings will be scheduled by mutual agreement of both parties. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

Section 7.5. Rules governing the activity of OPBA representatives are as follows:

- A. The OPBA agrees that no official of the OPBA, employee or non-employee, shall interfere, interrupt or disrupt the normal work duties of other employees.

The OPBA further agrees not to conduct OPBA business during working hours except to the extent specifically authorized herein.

- B. The OPBA shall not conduct OPBA activities in any work areas without notifying the supervisor in charge of that area of the nature of the activity.

- C. The OPBA employee official shall cease OPBA activities immediately upon the request of the supervisor of the area where the OPBA activity is being conducted or upon the request of the employee's immediate supervisor.
- D. An employee abusing the rules of this Section is subject to disciplinary action.

Section 7.6. The OPBA's negotiating committee will consist of not more than four (4) employee participants and one (1) non-employee representative/attorney for collective bargaining (negotiations) sessions. No more than two (2) employee (OPBA) participants will be in duty/pay status during a session.

Two (2) directors of the OPBA will be permitted to utilize earned vacation or accrued compensatory time to attend OPBA meetings, operations permitting.

ARTICLE 8

LABOR RELATIONS MEETINGS

Section 8.1. In the interest of sound labor relations, upon notice by either party, on a mutually agreeable day and time, the Sheriff and his designee(s) shall meet with not more than two (2) representatives of the OPBA to discuss pending problems, exchange information and to promote improved labor relations.

Section 8.2. An agenda will be furnished at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting, and the names of those OPBA representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the OPBA of changes made by the Employer which affect bargaining unit employees;
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to in advance by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency; and
- F. Consider and discuss safety matters relating to employees.

Section 8.3. It is further agreed that if special labor relations meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 8.4. Employee/OPBA representatives attending Labor Relations meetings shall not suffer loss in their regular pay while attending any meetings provided for under this Article which are held during the employee's regular working hours.

Section 8.5. Labor Relations meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 9.1. The term "grievance" shall mean an allegation by a nonprobationary bargaining unit employee or the Employer that there has been a breach, misinterpretation, or improper application of an express and specific term or provision of this Agreement.

Section 9.2. A grievance under this procedure may be brought by any nonprobationary member of the bargaining unit. Where a group of the bargaining unit members desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such group will process the grievance, but the grievance must be signed by each individual desiring to be included.

Section 9.3. Except for the continued applicability of those subjects prohibited from negotiation by the provision of Chapter 4117 O.R.C., sections contained in Revised Code Chapter 124.01 through 124.56, Section 4111.03 and Section 325.19 shall not apply to employees in the bargaining unit. It is expressly understood that the Ohio Department of Administrative Services shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

Section 9.4. All grievances must be processed at the proper step in the progression in order to be considered at any subsequent step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last step completed.

Any grievance not answered by the Employer within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure.

Section 9.5. The written grievance in Step 2 shall be submitted on the grievance form supplied by the OPBA, and shall contain the following information:

- A. Aggrieved employee's name and signature;
- B. Aggrieved employee's classification;
- C. Name of the employee's immediate supervisor;
- D. Date and time of the incident giving rise to the grievance;

- E. Date and time the grievance was first discussed with the supervisor;
- F. A statement as to the specific Articles and Sections of the Agreement violated; however, this shall not preclude other Sections of the Agreement;
- G. A brief statement of facts involved in the grievance, and
- H. The remedy requested to resolve the grievance.

Section 9.6. The time limitations provided for in this Article may be extended by mutual agreement between the Employer and the OPBA. Working days as used in this Article shall be defined as those days upon which the employee was scheduled to perform services for the Employer.

Section 9.7. Each grievance shall be processed in the following manner:

Step 1: In order for an alleged grievance to receive consideration under this procedure, the grievant, with the appropriate representative, if the former desires, must identify the alleged grievance to the employee's immediate supervisor within five (5) workdays of the occurrence that gave rise to the grievance. The supervisor shall investigate and provide an appropriate answer within five (5) workdays following the date on which the supervisor was presented the grievance.

Step 2: If the grievance is not resolved at Step 1, the employee with the appropriate representative, if the former desires, shall reduce the grievance to writing on a form mutually approved by the parties to this Agreement and may within five (5) work days following the Step 1 reply, refer the grievance to the Jail Administrator, if the employee is a Corrections Officer, Jail Nurse, or the Chief Deputy, if the employee is a Patrol Officer or Communications Officer at Step 2 of the grievance procedure. The Jail Administrator or the Chief Deputy, whichever is applicable, shall have five (5) workdays in which to schedule a meeting, if he deems such necessary, with the aggrieved employee and his representative. The Jail Administrator or the Chief Deputy, whichever is applicable, shall investigate and respond in writing to the grievance, within five (5) workdays following the meeting date or five (5) workdays following receipt of the grievance, whichever is later.

Step 3: If the grievance is not resolved in Step 2, the employee, with the appropriate representative, if the former desires, may refer the grievance to the Sheriff, within five (5) workdays after receiving the Step 2 reply. The Sheriff shall have ten (10) workdays in which to schedule a meeting with the grieved employee and his appropriate representative, if the former desires. The Sheriff shall investigate and respond in writing to the grievant and/or appropriate representative within fifteen (15) workdays following the meeting.

Step 4: **Arbitration.** If the grievance is not satisfactorily settled at Step 3, the OPBA may make a written request that the grievance be submitted to Arbitration. A request for arbitration must be submitted within ten (10) calendar days following the date the grievance was answered in Step 3 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the third step reply.

Upon receipt of a request for arbitration, the Employer or his designee and the representative of the OPBA shall within ten (10) working days following the request for arbitration jointly agree to request a list of nine (9) impartial arbitrators from the Federal Mediation and Conciliation Service (Ohio arbitrators who are members of the National Academy of Arbitrators). The parties shall agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. The parties shall select an arbitrator within ten (10) working days from the date the list of nine (9) arbitrators is received. The parties shall use the alternate strike method from the list of nine (9) arbitrators submitted to the parties by the Federal Mediation and Conciliation Service. The party requesting the arbitration shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one name remains on the list: The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by the Federal Mediation and Conciliation Service and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service.

The arbitrator shall hold the arbitration promptly and issue his decision within thirty (30) days from the date the record is closed. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific Articles and/or Sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, not add to or subtract from or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's 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 decision of the arbitrator shall be final and binding upon the OPBA, the employees and the Employer.

Any cost involved in obtaining the list of arbitrators shall be paid by the requesting party. All costs directly related to the services of the arbitrator shall be paid by the losing party. Expense of any witnesses shall be borne, if any, by the party calling the witness. The Employer shall compensate an employee who is on duty and scheduled to work at the time of the arbitration hearing and whose attendance is necessary and requested by either the OPBA or the Employer at the employee's regular hourly rate of pay, solely for the period of time it is necessary for him to attend and testify at the hearing. It is agreed that any request for attendance shall be made in good faith and that the calling of a witness shall not unduly interfere with the operation of the Department.

Section 9.8. The Employer shall provide the OPBA with a list of Management's designated representatives for each step of the grievance procedure.

ARTICLE 10 **DISCIPLINE**

Section 10.1. No employee shall be reduced in pay, suspended, given a record of Final Warning or discharged except for just cause. An employee may be represented by an OPBA representative at a disciplinary conference if the employee chooses.

Section 10.2.

- A. Except in instances where the employee is found guilty of gross or serious misconduct, discipline will be applied in a corrective, progressive and uniform manner in accordance with the Employer's policy.
- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

Section 10.3. Records of suspensions shall cease to have force and effect or be considered in future discipline matters twenty-four (24) months after their effective date, providing there are no intervening disciplinary actions taken during that time period. Records of Final Warning shall cease to have force and effect or be considered in future discipline matters two (2) years from the date of issuance provided there are no intervening corrective actions during the time period. Records of verbal warnings or written reprimands shall cease to have force and effect or be considered in future discipline matters twelve (12) months after their effective date, providing there are no intervening disciplinary actions taken during that time period.

Section 10.4. The Employer agrees that all disciplinary procedures shall be carried out in a private and in a businesslike manner. Only disciplinary actions involving discharge, suspension, demotion, reduction in rank or Final Warning may be subject to the grievance provisions of the Agreement. An

employee who receives a written reprimand may appeal to the Sheriff for a review of the warning. No further appeal or grievance of written reprimands will extend beyond this appeal.

Section 10.5. This Article shall not be applicable to investigations involving alleged criminal violations by employees. If an employee is a suspect of criminal investigation, he shall be afforded the same constitutional rights to which any other individual is entitled.

Any employee under indictment for a felony who is not disciplined or discharged by the Employer, may be placed on a leave of absence without pay until resolution of the court proceedings. An employee may use accrued but unused vacation and compensatory time during his leave. An employee found guilty by a trial court of a felony shall be discharged. Where the charges are reduced to a misdemeanor or the employee is found not guilty of the charges, the employee may be subject to discipline pursuant to the terms of this Article, but he shall be paid for all lost straight-time hours and shall have any vacation or compensatory time used restored to his credit. If a misdemeanor domestic violation conviction creates a disability it shall be treated the same as a felony conviction.

ARTICLE 11 **DRUG/ALCOHOL TESTING**

Section 11.1. Drug/alcohol testing may be conducted on employees upon reasonable suspicion that the employee is under the influence of or is abusing drugs or alcohol.

Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol; a pattern of abnormal conduct or erratic behavior; arrest or conviction for a drug or alcohol-related offense; or facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Drug screening tests will only be ordered by the Chief Deputy, Jail Administrator, a Captain, or the Sheriff. The Chief Deputy, Captain, Jail Administrator or Sheriff will, when feasible, observe the employee suspected of drug/alcohol use/abuse before ordering the test. A documentation will be made of observed behavior by both the reporting employee and, when feasible the Chief Deputy, Jail Administrator, the Captain, or Sheriff.

Deliberate false reporting will subject that employee to disciplinary action.

Section 11.2. Random drug/alcohol testing may be conducted on any employee whose duties involve the potential for drug interdiction.

Section 11.3. Post incident drug/alcohol testing will be conducted whenever an employee is involved in an auto accident, a physical altercation, the discharge of a firearm, or whenever there has been an allegation of the excessive use of force.

Section 11.4. All drug screening tests shall be conducted by medical laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) or certified by a SAMHSA-recognized certification program. The result of a screening test shall not 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 following prescribed testing procedures.

Section 11.5. Alcohol testing shall be done in the manner used to detect drivers operating a motor vehicle under the influence. A positive result of .02 B.A.C. any detectable level of alcohol (with no interference reading), shall entitle the Employer to proceed with discipline as set forth in the County Policy Manual.

Section 11.6. 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. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

Section 11.7.

1. If a drug confirmation test is positive, the employee may, upon written request and at the employee's expense, have the split sample retested by a DHHS certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.
2. In the event the split sample test confirms the results of the first test, the Employer may proceed with the sanction as set forth in this Article.
3. 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. If the split sample result is negative, the employee will be reimbursed for the cost of the test. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

Section 11.8. The name of the testing laboratory shall be maintained by the Employer. This facility shall conduct any testing directed by the Employer.

Section 11.9. If after the testing required above has produced a positive result of legal drugs including the abuse of legally prescribed medication, the Employer may take disciplinary action and/or require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days and vacation leave 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 may be returned to his former position. Such employee may be subject to periodic retesting upon his return to his position. 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 after the testing required above has produced a positive drug test pursuant to this article for illegal drugs, not including legally prescribed drugs, the employee shall be terminated from employment. Any employee that is arrested for the possession, use, distribution, or manufacture of illegal drugs or any controlled substance not prescribed by a licensed physician and taken in accordance with such prescription shall be placed on an unpaid administrative leave of absence from the employee's position with the Employer, awaiting the resolution of the criminal arrest. If the employee is convicted, enters into a plea arrangement, or admits guilt regarding the possession, use, distribution, or manufacture of illegal drugs or any controlled substance not prescribed by a licensed physician and taken in accordance with such prescription shall be terminated. If the employee is found to be not guilty of the criminal charges by a Judge or jury, the employee shall be paid for the amount of time spent on unpaid leave at the employee's base hourly rate of pay. However, the Employer may discipline the employee for any other policy and/or work rule violations that may have occurred. Nothing within this section shall be construed as a waiver of any rights to appeal in accordance with Article 9 herein.

Section 11.10. If the employee is not terminated and tests positive during a retesting after his return to work or refuses to take a drug retest, the employee shall be subject to removal from his position and termination of his employment.

Section 11.11. Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

ARTICLE 12 **SENIORITY**

Section 12.1. 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 (1) year.

A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal.

Section 12.2. A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of six (6) months. A newly promoted employee who evidences unsatisfactory performance may be returned to his former position any time during his probationary period.

Section 12.3. "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Sheriff's Office. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

Bargaining unit employees shall be permitted to submit three (3) shift preferences ranked in order from most desirable to least desirable, once annually, not later than December 1 each year. After December 1 each year, the Employer shall review the shift preferences of each bargaining unit employee, by classification.

After the time period for the bargaining unit employees to submit their shift preferences, the Employer shall assign bargaining unit employees to a shift effective the first full pay period in January at the discretion of the Sheriff or his designee. However, the following criteria will be considered:

- a. The operational requirements of the Sheriff's Office by individual classifications, inclusive of the gender balancing, work load requirements, the safety and security of the public and coworkers and disciplinary issues.
- b. The seniority of the bargaining unit employee; and
- c. The shift preferences of the bargaining unit employee, if any.

The final schedule shall then be posted.

The Sheriff's exercise of discretion under this section must be reasonable. The reasonableness of the Sheriff's decision may be challenged in the grievance and arbitration process contained herein.

Section 12.4. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave. However, benefits such as vacation do not accumulate when one is on leave status. Only time in active pay status counts towards benefit accrual.

Section 12.5. Employees laid off shall retain their seniority for a period of eighteen (18) months from the date of layoff.

Section 12.6. "Seniority" shall be lost for the following reasons:

1. Discharge for just cause;
2. Resignation;
3. Layoff in excess of eighteen (18) months;
4. Failure to report to work on the first day following the expiration of an approved leave of absence;
5. Disability leave or other leaves requiring absence in excess of one (1) year;
6. Failure to report to work within five (5) calendar days following receipt of recall notice from layoff.

ARTICLE 13 **LAYOFF AND RECALL**

Section 13.1. When the Employer determines that a long term layoff or job abolishment is necessary, they shall notify the affected employees fourteen (14) days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short term layoff, lasting seventy-two (72) hours or less, as soon as possible.

Section 13.2. The Employer shall determine in which classification(s) layoffs will occur. Within each classification affected, employees will be laid off in order of their seniority beginning with the least senior and progressing to the most senior up to the number of employees to be laid off.

Section 13.3. Any Patrol Officer or Corrections Officer receiving notice of a long term layoff shall have twenty-four (24) hours following receipt in which to exercise his right to bump a less senior employee in the classification of Communications Officer provided the more senior employee does possess the skill and ability to perform the work and agrees to commence any required training courses for the Communications Officer position immediately. A bumping employee who does not complete the required training courses in eight (8) months will be laid off and will have no further bumping rights.

Any Patrol Officer receiving notice of a long term layoff shall have twenty-four (24) hours following receipt in which to exercise his right to bump a less senior employee in the classification of Corrections Officer provided the more senior employee has completed the basic Corrections Officer Training Program as mandated by the State of Ohio, does possess the skill and ability to perform the work, and agrees to commence any additional required training courses for the Corrections Officer position immediately. A bumping employee who does not complete any additional required training courses in eight (8) months will be laid off and will have no further bumping rights.

The Employer agrees to pay the tuition and other related costs for up to two (2) Patrol Officers per contract year who complete the Ohio Corrections Officer Training Program. Patrol Officers interested in taking the Ohio Corrections Officer Training will notify the Employer in writing of their interest. The Employer will select which employees that have given said notification be assigned to a class. Employees on the payroll as of the execution date of this Agreement will continue to be eligible to bump in the event of a layoff as long as they notify the Employer of their interest in taking the class and then take the class when assigned. Prior commitments such as scheduled vacation will be an acceptable excuse for not taking the class when assigned.

Any Corrections Officer receiving notice of a long term layoff shall have twenty-four (24) hours following receipt in which to exercise his right to bump a less senior employee in the classification of Patrol Officer provided the more senior employee does possess the skill and ability to perform the work, has completed the required Peace Officer's Training Course, and agrees to commence any additional required training courses for the Patrol Officer position immediately. A bumping employee who does not complete the required training courses in eight (8) months will be laid off and will have no further bumping rights.

Any employee who is bumped from his position shall have twenty-four (24) hours in which to exercise his bumping rights in a similar manner as described herein. Any employee who does not have sufficient seniority, skill or complete the required training, shall be laid off and placed on the appropriate recall list. An employee may only bump once during any long term layoff affecting his position.

Section 13.4. When employees are laid off, the Employer shall create a recall list for each classification. The Employer shall recall employees from layoff within each classification as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled, provided they are presently qualified to perform the work in the classification to which they are recalled without further training. 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 off 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 13.5. Notice of recall from a long term layoff shall be sent to the employee by certified or registered mail with a copy to the OPBA. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 13.6. In the case of a long term layoff, the recalled employee shall have (5) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have seven (7) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 13.7. The parties agree that the layoff and recall provisions of Article 13 specifically supersede the provisions of R.C. 124.321 through 124.328 as they apply to bargaining unit employees.

ARTICLE 14
HOLIDAYS

Section 14.1. All full-time bargaining unit employees shall receive the following paid holidays:

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

In addition, each bargaining unit employee will be permitted an equal amount of holiday time under the same conditions granted by the County Commissioners of Sandusky County to other General Fund employees not covered by a collective bargaining agreement.

Section 14.2. An employee who is not scheduled to work on a recognized holiday shall receive a regular day's pay for the holiday, provided the employee works his full scheduled day before the holiday and his full scheduled day after the holiday, unless excused by his supervisor for proof of illness with a physician's statement or the employee is off on another type of approved leave.

Section 14.3. An employee who is scheduled to work on one of the holidays listed in Section 14.1 shall receive time and one-half (1½) for all hours worked, plus regular holiday pay of eight (8) hours. When an employee is required to work at least four (4) hours of a double shift on a holiday, the employee shall receive two and one-half (2½) times his base rate of pay for the hours worked on the double shift. If the employee works less than four (4) hours, he shall receive time and one-half (1½) pay for the additional shift hours. The employee may choose to receive pay or compensatory time for any holiday pay due to the employee.

Section 14.4. If a holiday occurs during a period of approved sick leave pursuant to Article 18 (Sick Leave), the employee shall receive a regular day's pay for the holiday, and will not be charged sick leave for the same hours.

ARTICLE 15
VACATIONS

Section 15.1. Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service with the Employer, and is as follows:

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

Section 15.2. Employees may request in writing, prior to February 15 of each year, the dates for that year during which they prefer to use their vacation. Such request will be honored on the basis of the employee's seniority and the operational needs of the department. Vacation requests made after February 15 will be honored on the basis of the earliest applicant and the operational needs of the department. In the event of a conflict between two (2) employees, in the same classification, who simultaneously submit their leave requests, seniority shall govern. An employee shall not be permitted to take vacation leave prior to it being earned.

Section 15.3. Vacations normally shall be taken within the twelve (12) months following the employee's anniversary date. If it becomes necessary to carry over accrued vacation due to operational requirements, an employee will be allowed, with proper authorization, to carry over up to two (2) years accrued vacation. Accrued vacation in excess of two (2) years shall not be carried over and will be used or forfeited.

Section 15.4. An employee who resigns, is terminated, or retires from employment is entitled to compensation at his current rate of pay, prorated by pay period, for earned current year vacation leave to his credit at the time of separation as well as credit for unused vacation leave for the prior two (2) years. In case of death of an employee, such unused vacation leave shall be paid to the employee's surviving spouse or to the estate of the deceased.

Section 15.5. Vacation may be taken in not less than one (1) hour increments.

ARTICLE 16
JURY DUTY

Section 16.1. A bargaining unit employee who is called to and reports for jury duty by the United States, the State of Ohio or a political subdivision on his regularly scheduled working hours shall be compensated by the Employer for full pay for such hours of jury service. Any compensation received for jury duty service shall be submitted to the Sheriff for deposit in the appropriate fund.

Section 16.2. An employee working day shift who is released from jury duty prior to the end of his scheduled workday, shall report to work for the remaining hours. Any employee working either the afternoon or midnight shift will not be required to report for duty on any day in which the employee reports for jury duty and actually serves as a juror. The employee is required to submit the certificate to the Employer prepared by the Court stating the date and time being released from such duty.

Section 16.3. In order to be eligible for payment, the employee must notify his supervisor within a reasonable time after receipt of notice of selection for jury duty, and must furnish a written statement from the appropriate court official showing the date served and the amount of pay received.

ARTICLE 17 **MILITARY LEAVE**

Section 17.1. The Employer shall grant a leave of absence, without pay, to an employee who enters active service in the Armed Forces of the United States and subsequent reemployment rights in accordance with existing law.

Section 17.2. All employees who are members of the Ohio National Guard, the Ohio organized 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 performing service in the uniformed services as defined in Section 5903.01 of the Ohio Revised Code for up to twenty-two (22), eight (8) hour workdays or not to exceed 176 hours in any one calendar year. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. Employees who are members of those components listed in paragraph one above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. The leave will cover the official period of the emergency. This provision in no way abrogates a veteran's present or future rights.

Employees who are members of those components listed above and who are called or ordered to military service for longer than a month for each calendar year, because of an executive order issued by the President of the United States, an act of Congress, or because of an order to perform duty issued by the Governor pursuant to Section 5919.29 or 5923.21 of the Revised Code 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. \$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.

ARTICLE 18
SICK LEAVE

Section 18.1. Crediting of Sick Leave. Sick leave shall be earned by full-time employees at the rate of .0575 hours for each regular, non-overtime hour of service with the Sheriff's Department, and employees shall be permitted to accumulate this leave in an unlimited amount.

Section 18.2. Charging of Sick Leave. Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days and hours for which they would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or pay period earnings.

Section 18.3. Evidence Required for Sick Leave Usage. The employee shall be required to furnish a satisfactory written signed statement to justify the use of sick leave. Evidence required by this Section shall be provided on the Application of Sick Leave form. Authorization for any absence and the approval of any pay for sick leave is dependent on the timely submission of all leave forms to the employee's supervisor. The employee shall submit the required written justification for any absence on the first day back to work following the absence. The supervisor will make himself available to receive such forms at that time and discuss any special circumstances arising from the absence. Failure to provide the written statement on the day the employee returns to work may result in disapproval of any request for authorization for the absence and disciplinary action for unauthorized leave unless satisfactory explanation is given as to why the authorization forms have not been filed in a timely manner. Failure to obtain authorization for leave will also result in loss of pay for the days the employee was absent.

The employee may be requested to furnish a certificate from a licensed physician to support an absence due to illness if the Employer suspects that the absence or pattern of absences may be unwarranted. However, the employee will be required to furnish a statement from a licensed physician if such absence is three (3) days or more. Failure to provide a satisfactory certificate shall result in denial of sick leave payment.

During prolonged periods of illness, the employee may be required to submit every pay period a written signed statement to justify payment of sick leave.

At the conclusion of illness, an employee shall submit a certificate from a licensed physician stating the nature of the illness and specified dates the employee was under his care. This certificate must also include a statement that the employee is physically able to return to work under the current conditions of employment of the employee's job.

Falsification of either the Application For Use of Sick Leave form or a physician's certificate shall be grounds for disciplinary action up to and including discharge.

Section 18.4. Notification by Employee. When an employee anticipates his absence from work, he shall notify the Employer of the expected absence at least one (1) hour prior to the start of his regularly scheduled shift and shall continue doing so for every succeeding day of absence thereafter.

If an employee has a prolonged illness or other reason for extended sick leave such as death or illness of an employee's immediate family, the Sheriff and the employee's immediate supervisor shall be made aware of this situation and the employee shall not be required to notify the Employer on a daily basis of such leave. If the Employer is not made aware of this situation, the employee may be charged as absent without leave.

If an employee fails to file a physician's certification or written signed statement, verifying illness, or if the written application for use of sick leave is denied and as a result the employee has been overpaid, such overpayment shall be deducted from the employee's next pay.

A written, signed statement may be denied by the Employer, based upon an investigation which discloses facts inconsistent with proper sick leave usage.

An employee shall sign a Release of Information form upon return from sick leave authorizing the Employer to confirm any medical attention.

Section 18.5. Physical Examination. The Employer may require an employee to take an examination, conducted by a licensed physician, designated by the Employer, to determine the physical or mental capability to perform the essential duties of his position. If found not qualified, the employee may be placed on a job he can perform without limitations or on sick leave or disability leave per Section 18.8 herein. The cost of such examination shall be paid by the Employer. This paid examination does not include the costs associated with physician's certificates referred to in Sections 18.3 and 18.4 of this Article 18.

Section 18.6. Sick Leave Uses. Sick leave may be granted to an employee upon approval of the Employer for the following reasons:

1. Illness or injury of the employee;
2. Serious illness or injury of a member of the employee's immediate family where attention by the employee is reasonably necessary and is verified (immediate family is defined as the employee's spouse, the employee's children, children under the employee's guardianship residing in the household, the employee's parents, and the employee's siblings);
3. Exposure of employee to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;
4. Death of a member of the employee's immediate family (sick leave usage limited to the time actually required to make funeral arrangements and attend the funeral - maximum limit of five (5) calendar days).

In the case of the death of the employee's step child, legal guardian or current step parent, (sick leave usage limited to time actually required to make funeral arrangements and attend the funeral) there will be a maximum limit of two (2) work days;

5. Pregnancy, childbirth and/or related medical conditions. Paternity leave for male employees may be deducted from sick leave. The employee may be granted up to five (5) days for care of the employee's wife and family during the post-natal period. Request for paternity leave must be made in writing to the Employer. If no sick leave balance exists, the employee may be granted Family and Medical Leave pursuant to Article 21.

For purpose of funeral leave, the immediate family is defined as: spouse, mother, father, brother, sister, child, grandchild, the employee's grandparent, mother-in-law, father-in-law, brother-in-law, or sister-in-law, daughter-in-law and son-in-law.

Section 18.7. Abuse of Sick Leave. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud shall result in discipline, including dismissal and refund of salary or wage paid. Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as determined by the Employer.

Section 18.8. Employees who have exhausted all sick leave credits and have a non-work related illness or injury may, at the discretion of the sheriff, be granted a leave of absence without pay for a period not to exceed ninety (90) calendar days provided the employee presents written evidence from a licensed physician of a probable return to work date.

Employees who have a work related illness or injury, who have exhausted all sick leave credits may, at the discretion of the Sheriff, be granted a leave of absence without pay for a period not to exceed six (6) months provided the employee presents written evidence from a licensed physician of a probable date of return to work within the six (6) month period.

Illnesses exceeding the time frames specified above shall be treated as disability separation. An employee may remain on disability separation, subject to return to work upon satisfactory recovery, for a period of eighteen (18) months. Reinstatement from disability separation may be granted subsequent to the employee passing a medical examination showing the employee can successfully perform all of the essential duties of the job. The examination will be conducted by a physician designated by the Employer and the cost of the examination shall be paid by the employee.

Section 18.9. Employees hired on or before August 12, 1982, shall at the time of their retirement be paid one hundred percent (100%) of the value of their accrued but unused sick leave, at the current rate of pay, not to exceed a total payment in excess of two hundred and sixty (260) days.

- A. An employee shall receive such sick leave conversion pay only once.

- B. An employee who has received such sick leave conversion pay shall be considered to have eliminated all sick leave credit accrued.
- C. An employee may select to receive the sick leave conversion pay in one lump sum or may elect to receive such an amount in more than one payment not to exceed four (4) payments per year and not to exceed three (3) years following retirement.
- D. Under the quarterly or semi-annual payment plan, any balance due a retired employee who may expire during this period shall be paid immediately to the employee's estate.
- E. For the purposes of this Section, retirement shall be defined as the criteria for retirement under the Public Employees Retirement System at the time of separation from the Department. Only employees who qualify for retirement at the time of the separation from active service with the Department shall qualify for sick leave conversion.

The beneficiary of an employee who dies is eligible for such payment of sick leave for which the expired employee would otherwise be qualified.

Section 18.10. Full-time employees hired or rehired after August 12, 1982, shall at the time of retirement only, and if they have completed at least seven (7) years of service with the Employer, be eligible to convert sick leave to cash at their current rate of pay for one-fourth (1/4) of the value of their accrued but unused sick leave. The maximum payment which may be made shall be one-fourth (1/4) of one hundred twenty (120) days.

- A. Such payment shall be considered to eliminate all sick leave credit accrued by the employee. Such payment shall be made only once to any employee.
- B. For the purpose of this Section, retirement shall be defined as retirement under the Public Employees Retirement System at the time of separation from the Department. Only employees who qualify for retirement at the time of the separation from active service with the Department shall qualify for sick leave conversion.
- C. The beneficiary of an employee who dies is eligible for such payment of sick leave for which the expired employee would otherwise be qualified.

ARTICLE 19

PERSONAL LEAVE ATTENDANCE BONUS

Section 19.1. Non-probationary employees shall be eligible to earn personal leave days as a result of not using accrued sick leave.

Section 19.2. Any employee with at least one (1) year of continuous service who does not utilize any sick leave for the calendar three (3) month period beginning January 1, April 1, July 1 or October 1 of each calendar year, shall be entitled to one (1) paid personal leave day. To be eligible, an

employee must not miss work or use sick leave for other than death of a member of the employee's immediate family, approved vacation or holiday leave, or military leave under Article 17 herein.

Section 19.3. Such additional personal leave days may be used at a time suggested by the employee and approved by the supervisor during the year following the date of accrual. These personal leave days cannot be accumulated or carried over. The employee shall receive his regular daily rate of pay for each personal leave day used or the employee may cash in each personal leave day for pay in December of each calendar year.

ARTICLE 20 **INJURY LEAVE**

Section 20.1. In the event a bargaining unit employee is injured while in the performance of his duties, the employee will receive full pay, as certified by a physician, but for no longer than three (3) months from the date of the injury. The employee, to be eligible for compensation, shall submit a Report of Injury form within twenty-four (24) hours of the injury or if unable to submit a Report of Injury, the supervisor shall submit the Report. The receipt of compensation under this Article shall not affect the accrual of seniority or benefits. The employee will be asked to file for Workers' Compensation medical benefits only, but not loss of wages, only for the period of time during which the employee is being paid under this Article. If the employee is deemed ineligible for injury leave benefits, the period of absence may be deducted from his accrued sick leave subject to the provision of the Sick Leave Article herein.

Section 20.2. The employee shall sign a release of information which will allow the Employer to examine the medical records of the employee and the employee may be required to submit to a physical examination by a physician of the Employer's choice for the purpose of establishing the validity of the employee's claim for injury leave. If the employee is found to have been in violation of any law or department rule or is determined to have been negligent resulting in the injury, he shall be denied injury leave.

Section 20.3. During such period of compensable injury, the Employer may require the employee to perform such duties then available within the limitations of the employee's injury or resulting disability as determined by a health care provider.

ARTICLE 21 **FAMILY AND MEDICAL LEAVE**

Section 21.1. Eligible bargaining unit employees shall be provided Family and Medical Leave in accordance with the applicable law and the Employer's Family and Medical Leave Act policy currently in effect or as hereafter amended in accordance with applicable law.

ARTICLE 22
GROUP INSURANCE

Section 22.1. The Employer shall, for the term of this Agreement, make available to each full-time employee in active pay status the medical insurance plan provided to other Sandusky County employees by the Board of Commissioners.

Section 22.2. Upon the execution of this Agreement, the Employer agrees to contribute an amount of money equal to eighty-seven percent (87%) of the health insurance premium for all employees, and the employees, through payroll deduction, shall contribute an amount equal to thirteen percent (13%) of the applicable health insurance premium.

When the Sandusky County Commissioners officially change the premium costs of non bargaining unit employees in Sandusky County, the Employer shall give the union a seven (7) calendar day advance notice. Upon issuing the seven (7) calendar day notice, either party may reopen this Article by filing a Notice to Negotiate with State Employment Relations Board. Bargaining between the parties pursuant to the reopener shall be conducted in accordance with ORC 4117.

Section 22.3. Effective as soon as practical after the execution of this Agreement, the Employer shall provide for \$25,000 life insurance for each bargaining unit employee.

ARTICLE 23
COMPENSATION AND PERS PICKUP

Section 23.1. Effective the first full pay period that includes June 1, 2013, the wage rates of all bargaining unit employees shall be increased by one and one half percent (1.5%). (Appendix A).

Section 23.2. Effective the first full pay period that includes June 1, 2014, the wage rates of all bargaining unit employees shall be increased by two percent (2.0%). (Appendix A).

Section 23.3. Effective the first full pay period that includes June 1, 2015, the wage rates of all bargaining unit employees shall be increased by two and one half percent (2.5%). (Appendix A).

Section 23.4. The Employer shall continue to report eight and one-half percent (8½%) of the bargaining unit employee's contributions as "picked up" by the Employer. "Picked up" means that the Employer shall assume and pay to the Public Employees Retirement System of Ohio the eight and one-half percent (8½%) contribution. No person shall have the option of receiving the "picked up contribution in cash instead of having it paid to the Public Employees Retirement System and the Employer is paying these contributions in lieu of having the employees make these contributions.

Section 23.5. A Patrol Officer or Corrections Officer who is specifically assigned by the Employer to perform the duties of the shift supervisor for the entire shift shall receive a temporary pay adjustment to his base rate of pay in the amount of ten percent (10%) for the hours assigned.

ARTICLE 24
LONGEVITY COMPENSATION

Section 24.1. An eligible bargaining unit employee shall receive longevity compensation based upon his total years of continuous service which have been completed as of his anniversary date of hire with the Sheriff's Office. Payment of longevity compensation shall be made by a separate check issued on the first pay day following December 1 of each year.

Section 24.2. Each employee who has completed a minimum of five (5) years of continuous service with the Sheriff's Office shall receive an annual longevity payment in accordance with the following schedule:

\$65.00 for each year of continuous employment from the completion of the fifth (5th) year through the ninth (9th) year.

\$75.00 for each year of continuous employment from the completion of the tenth (10th) year through the fourteenth (14th) year.

\$85.00 for each year of continuous employment from the completion of the fifteenth (15th) year through the nineteenth (19th) year.

\$100.00 for each year of continuous employment from the completion of the twentieth (20th) year and thereafter.

The maximum longevity compensation to be paid hereunder shall be \$2,000.00. To be eligible for such longevity payment, an employee must be employed with the Employer on December 1st each year, except as specified in Section 24.3 below.

Section 24.3. Bargaining unit employees who retire from the Sheriff's Office under the Public Employees Retirement System will at the time of separation from the Sheriff's Office receive a prorated longevity compensation payment for the current year.

ARTICLE 25
EDUCATION PAY

Section 25.1. The Employer agrees to increase the annual compensation of a bargaining unit employee who receives his Associate Degree in Law Enforcement from an accredited university. The amount of the educational stipend shall be four hundred dollars (\$400) annually.

Section 25.2. A bargaining unit employee who receives a Bachelor's Degree in Law Enforcement or Criminal Justice from an accredited university shall receive a stipend of six hundred dollars (\$600) annually. An employee who is eligible for the six hundred dollar (\$600) education stipend shall not also be eligible for the four hundred dollar (\$400) education stipend.

The applicable stipend shall be paid on the first payday following July 1 of each year.

ARTICLE 26
UNIFORMS

Section 26.1. The Employer shall provide uniforms and equipment for those bargaining unit employees required by the Employer to wear a specific uniform. The Sheriff shall determine the appropriate uniform to be worn by the employees and employees shall be required to be in proper uniform upon reporting for duty. Uniform items shall be replaced pursuant to the present policy on an as needed basis as determined by the Employer. The Sheriff will review any denials at the request of the employee. Any articles lost or damaged through negligence of the employee shall be replaced at the employee's expense.

Section 26.2. All uniforms, accessories and equipment purchased by the Employer shall remain the property of the County. Upon termination of employment, the employee shall return such uniform or clothing items to the County.

ARTICLE 27
TRAVEL AND EXPENSE REIMBURSEMENT

Section 27.1. The Employer agrees to provide bargaining unit employees travel and expense reimbursement in accordance with its policy.

ARTICLE 28
BULLETIN BOARD

Section 28.1. The Employer agrees to provide a minimal space for one (1) bulletin board in an agreed upon area for use by the OPBA.

Section 28.2. All notices of any kind posted on the bulletin board must receive prior approval of the Sheriff or his designated representative. It is also understood that no material may be posted on the OPBA bulletin board at any time which contain the following:

- A. Personal attacks upon any other member or any other employee;
- B. Scandalous, scurrilous or derogatory attacks upon the Administration;
- C. Attacks on any other employee organization, regardless of whether the organization has local membership; and
- D. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

Section 28.3. No OPBA related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin board designated for use by the OPBA.

Section 28.4. Violation of any provisions of this Article shall subject the OPBA to revocation of bulletin board posting privileges by the Employer.

ARTICLE 29
WAIVER IN CASE OF EMERGENCY

Section 29.1. In cases of a publicly declared emergency by the President of the United States, the Governor of the State of Ohio, the Federal or State Legislature, or the Sandusky County Sheriff, such as acts of God, natural disaster, civil disorder, national or local emergency, the following conditions of this Agreement may be suspended:

- A. Time limits for the Employer's or the OPBA's replies on grievances.
- B. Provisions of this Agreement relating to the assignment of employees.

Section 29.2. Upon termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

Section 29.3. In the event an employee is called upon to perform work during such emergency, the employee's wages or entitlement to overtime compensation shall not be adversely affected thereby.

ARTICLE 30
MISCELLANEOUS

Section 30.1. Employees covered by this Agreement shall be permitted and required to maintain a residence anywhere within Sandusky County or any county adjacent to Sandusky County, Ohio.

Section 30.2. The Employer will provide the OPBA annually with a list of all employees in the classifications covered by the Agreement indicating their starting date of employment.

Section 30.3. The Employer shall provide for all bargaining unit employees the defense and indemnification required by Section 2744.07 of the Ohio Revised Code as it is now enacted or as it may hereafter be amended.

Section 30.4. The Employer agrees to provide each bargaining unit employee one (1) copy of the Agreement.

Section 30.5. A bargaining unit employee who voluntarily terminates his employment with the Employer within twelve (12) months after receiving financial assistance of any kind for schooling from the Employer shall repay the costs of such schooling prior to his receiving his last pay check.

Section 30.6. All dispatchers transferred from the Sandusky County Emergency Medical Services Department to the Sheriff's Office shall be placed in the bargaining unit represented by the OPBA. The parties agree that this transfer does not create a question of representation.

Except as follows, the dispatchers transferred from EMS to the Sheriff shall be subject to all the terms and conditions of the Agreement in effect between the Sheriff and the OPBA: For purposes of vacation leave accrual, each employee transferred from EMS to the Sheriff shall carry with him his date of continuous service as reflected on the records of EMS and the Commissioners. For purposes of sick leave conversion upon retirement, each employee transferred from EMS to the Sheriff shall carry with him his date of continuous service as reflected on the records of EMS and the Commissioners. With these above noted exceptions, this Section does not, nor shall it be construed to, modify, in any way, the seniority provisions of this Agreement.

Section 30.7. The Employer shall provide appropriate professional psychological or psychiatric counseling to the bargaining unit employees directly involved in duty-related incidents as determined by the Sheriff. Such determination shall not be unreasonably denied.

Section 30.8. The Employer shall provide blood-borne pathogen immunization for the bargaining unit employees, determined to be at risk, by a provider determined by the Employer.

Section 30.9. When an employee who is a volunteer firefighter or volunteer provider of emergency medical services is late to work or absent from work because of an emergency to which the employee was dispatched as a volunteer, the employee is expected to notify the Employer at least one (1) hour prior to the start of his regularly scheduled shift that he will be late or will be absent from work. Such late or absent employee will also be required to provide the Employer with a statement from the Chief of the volunteer fire department or director of the medical services organization, stating the employee responded to an emergency and the time of that response. Each such employee under this section shall recognize that their primary responsibility is to the Employer and any such time lost from assigned duties will be kept to the absolute and necessary minimum for such volunteer services. The employee may use compensatory time for this purpose and will not be required to request such time in accordance with Section 5.6 of this Agreement.

Section 30.10. Reimbursement for Cost of Uniforms and Equipment During First Year of Employment. The Sheriff will continue to require each newly hired employee to sign an agreement to reimburse the Sandusky County Sheriff's Office for the cost of uniforms and equipment purchased and the cost of any training received during their first year of employment, if the employee voluntarily leaves employment before the end of the first year.

ARTICLE 31

PERSONNEL FILES

Section 31.1. Employees shall have access to their individual personnel files for review during normal business hours. Any employee wishing to examine his personnel file will be required to give at least forty-eight (48) hours advance notice to the Employer. The employee shall not be on duty at

the time of the review. The review of the personnel file will be done under the supervision of an Employer representative. An employee may have a Union representative present during such review.

Section 31.2. Employees will receive one (1) copy of any entry placed in their personnel file which involves either a commendation or disciplinary action. This will be done at the time the entry is made to the file.

ARTICLE 32 **CONFORMITY TO LAW**

Section 32.1. This Agreement supersedes and replaces all pertinent statutes, civil service rules and regulations, resolutions, rules and regulations over which it has authority to supersede and replace. This Agreement shall constitute the full and complete understanding between the parties in regard to wages, hours, terms or conditions of employment and all provisions of Ohio Revised Code, Chapter 124.01 through 124.56, Section 4111.03 and Section 325.19 are replaced by the provisions contained in this Agreement. If a court of competent jurisdiction declares any provision of this Agreement to be unenforceable by law, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 32.2. The parties agree that should any provision of this Agreement be found to be, or become invalid, and upon written request by either party, they will schedule a meeting within thirty (30) days at a mutually agreeable place and time to discuss alternate language on the same subject matter. However, such meeting, or meetings, shall not be construed or interpreted as the reopening of negotiations unless the parties specifically and mutually agree in writing to reopen negotiations. The parties further agree that such meeting, or meetings, shall not be subject to the provision of O.R.C. 4117 or the Rules of the State Employment Relations Board.

ARTICLE 33 **NEGOTIATIONS**

Section 33.1. The Employer and the OPBA acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 33.2. The provisions of this Agreement constitute the entire Agreement between the Employer and the OPBA and all prior agreements, verbal or written are canceled.

ARTICLE 34
DURATION OF AGREEMENT

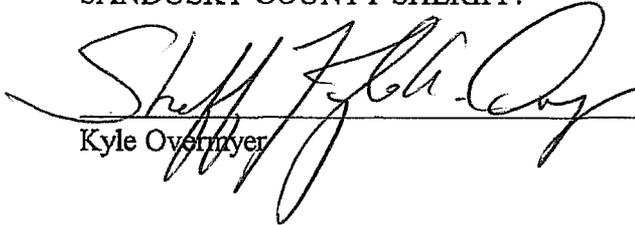
Section 34.1. This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the OPBA and shall be effective June 1, 2013, and shall remain in full force and effect until June 1, 2016.

Section 34.2. If either party desires to modify or amend this Agreement, it shall notify the other in writing of such intent no earlier than ninety (90) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice of intent shall be given by regular U.S. mail.

SIGNATURE PAGE

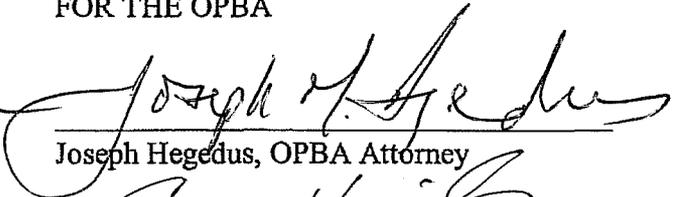
IN WITNESS WHEREOF, the parties have agreed to and have executed this Agreement at Sandusky County, Ohio, this December 5, 2013.

SANDUSKY COUNTY SHERIFF:

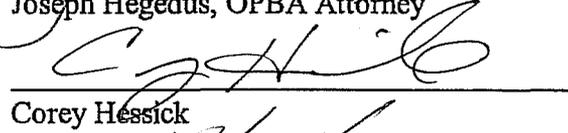


Kyle Overmyer

FOR THE OPBA



Joseph Hegedus, OPBA Attorney

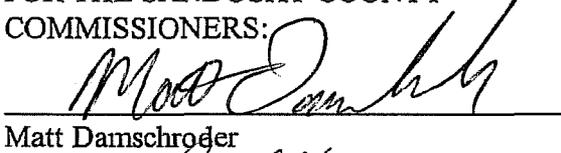


Corey Hessick

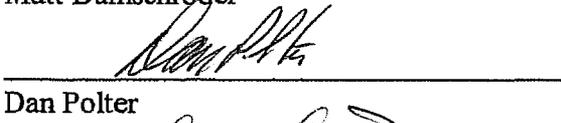


Kenny Arp

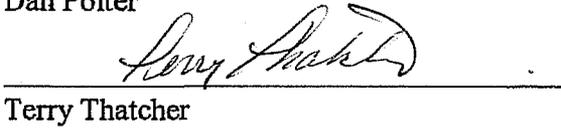
FOR THE SANDUSKY COUNTY COMMISSIONERS:



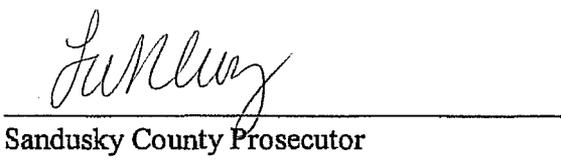
Matt Damschroder



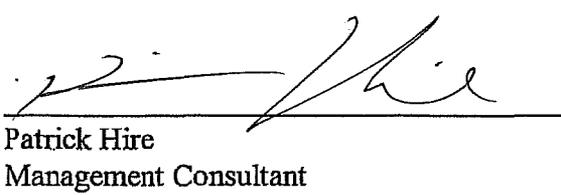
Dan Polter



Terry Thatcher



Sandusky County Prosecutor



Patrick Hire
Management Consultant

SIDE LETTER OF AGREEMENT

The parties recognize that Fact-Finder Gordon Knight in his June 24, 1998 report (98-MED-03-0197) awarded "shift differential" at 15 cents per hour for afternoon shift, and 20 cents per hour for the midnight shift.

In order to ease the burden of making these calculations, the parties agree that twelve cents (\$.12) per hour will be added to the hourly base wage of all bargaining unit employees effective June 1, 1998, just prior to the calculation for the June 1, 1998 3% wage increase. This additional twelve cents per hour shall remain in the base for the duration of the agreement.

For OPBA

Date

For Sheriff

Date

APPENDIX A
BASE WAGE RATES

Effective the first full pay period that includes June 1, 2013:

	<u>Starting Rate</u>	<u>12 Months</u>	<u>24 Months</u>
Patrol Officer	\$18.057 (\$1,444.56)	\$20.006 (\$1,600.48)	\$20.696 (\$1,655.68)
Corrections Officer	\$18.057 (\$1,444.56)	\$20.006 (\$1,600.48)	\$20.696 (\$1,655.68)
Communications Officer	\$14.302 (\$1,144.16)	\$17.716 (\$1,417.28)	

Effective the first full pay period that includes June 1, 2014:

	<u>Starting Rate</u>	<u>12 Months</u>	<u>24 Months</u>
Patrol Officer	\$18.418 (\$1,473.44)	\$20.406 (\$1,632.48)	\$21.110 (\$1,688.80)
Corrections Officer	\$18.418 (\$1,473.44)	\$20.406 (\$1,632.48)	\$21.110 (\$1,688.80)
Communications Officer	\$14.588 (\$1,167.04)	\$18.070 (\$1,445.60)	

Effective the first full pay period that includes June 1, 2015:

	<u>Starting Rate</u>	<u>12 Months</u>	<u>24 Months</u>
Patrol Officer	\$18.878 (\$1,510.24)	\$20.916 (\$1,673.28)	\$21.638 (\$1,731.04)
Corrections Officer	\$18.878 (\$1,510.24)	\$20.916 (\$1,673.28)	\$21.638 (\$1,731.04)
Communications Officer	\$14.953 (\$1,196.24)	\$18.522 (\$1,481.76)	

APPENDIX B

SANDUSKY COUNTY SHERIFF'S OFFICE
2323 COUNTRYSIDE DRIVE
Fremont, Ohio 43420

I, _____, do hereby agree to reimburse the Sandusky County Sheriff's Office for the costs of uniforms and equipment purchased and the cost of any training received during my first year of employment, if I voluntarily leave employment with the Sandusky County Sheriff's Office before the end of my first year of employment.

Signature

Date

Witness

Date