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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

AND

HURON COUNTY SHERIFF

Command

2013-2016

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Command (July 1, 2013-June 30, 2016 Agreement)

PREAMBLE

This agreement entered into by the Huron County Sheriff, 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; 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; and to provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure contained herein.

ARTICLE 1
OPBA RECOGNITION

Section 1.1. The Employer recognizes the OPBA as the sole and exclusive representative for those employees of the Employer in the bargaining unit. Wherever used in this agreement, the term "bargaining unit" shall be deemed to include those individuals employed full-time in the following classifications:

Captain

Lieutenant

Sergeant

Dispatch Sergeant

Section 1.2. Notwithstanding the provisions of this article, management, confidential, professional, supervisory, part-time, temporary, seasonal, special deputy, and employees in the unclassified service shall not be included in the bargaining unit.

Section 1.3. All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

Section 1.4. The Employer will furnish the OPBA with a list of all employees within the classifications covered by this agreement indicating their starting date of employment. Such list will be furnished not less than annually and will be supplemented by the names of all new employees hired not less than quarterly.

Section 1.5. In the event a new position is created within the Department, the Employer shall determine whether the new position will be included or excluded from the bargaining unit and shall so advise the OPBA in writing. If the OPBA disputes the Employer's determination of bargaining unit status, the OPBA shall so notify the Employer in writing, and the parties shall meet in an attempt to resolve their disagreement within thirty (30) calendar days from the

OPBA's notification to the Employer. If the parties are unable to reach agreement, either or both parties may submit the matter to the State Employment Relations Board (SERB) as necessary for resolution pursuant to the applicable provisions of Revised Code 4117.

ARTICLE 2
DUES DEDUCTION

Section 2.1. The Employer agrees to deduct OPBA membership dues, Fair Share Fees, fees and assessments in accordance with this article for all employees eligible for membership in the bargaining unit.

Section 2.2. The employer agrees to deduct regular OPBA membership dues once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct OPBA 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. Effective thirty (30) days following the beginning of employment, members of the bargaining unit who are not members of the OPBA shall pay the OPBA a Fair Share Fee. This does not require any member of the bargaining unit to become a member of the OPBA, nor shall the Fair Share Fee exceed dues paid by members of the OPBA who are in the bargaining unit. The deduction of a Fair Share Fee from the payroll checks of members of the bargaining unit and its payment to the OPBA is automatic and does not require the authorization of the member. A rebate procedure shall be established by the Union in accordance with Ohio Revised Code § 4117.09(C). No member of the bargaining unit shall be required to become a member of the OPBA as a condition for securing or retaining employment.

Section 2.4. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of membership dues, fees or assessments. 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 2.5 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) revocation of the check-off authorization; or (6) resignation by the employee from the OPBA.

Section 2.6 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 2.7 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 thirty (30) 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 OPBA dues deduction would normally be made by deducting the proper amount.

Section 2.8 Deductions provided for in this article are subject to the approval of the County Auditor and shall be made during one (1) pay period each month. In the event a deduction is not made for any OPBA member during any particular month, the Employer, upon written verification of the union, will make appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months regular dues. The Employer will not deduct more than two (2) months' regular dues from the pay of any OPBA member.

Section 2.9 The rate at which dues are to be deducted shall be certified to the payroll clerk by the Treasurer of the OPBA during January of each year. One (1) month advance notice must be given the payroll clerk prior to making changes in an individual's dues deductions.

ARTICLE 3
MANAGEMENT RIGHTS

Section 3.1. Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the Sheriff's Department in addition to all other functions and responsibilities which are required by law. Specifically, the Employer's exclusive management rights include, but are not limited to, the following

A. to manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, retain, layoff and recall, or to reprimand, suspend, discharge or discipline for just cause; to maintain order among employees;

B. to promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;

C. to manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;

D. to determine goals, objectives, programs and services, and to utilize both internal and external personnel in a manner designed to effectively meet their purposes;

E. to determine the size, composition, and duties of the work force, the number of shifts required, to establish work schedules, to establish hours of work, to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including but not limited to, the assignment of employees, duties to be performed, qualifications required and areas worked;

F. to relieve employees from duty due to lack of work, lack of funds, or for other legitimate reasons which improve the economy or efficiency of the office of the Sheriff;

G. to determine when a job vacancy exists, the standards of quality and performance to be maintained;

H. to determine the necessity to schedule overtime and the amount required thereof;

I. to maintain the security of records and other pertinent information;

J. to determine the overall budget;

K. to maintain and improve the efficiency and effectiveness of the Employer's operation; and

L. to determine and implement necessary actions in emergency situations.

Section 3.2. The OPBA recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law shall remain the function of the Employer.

ARTICLE 4
EMPLOYEE RIGHTS

Section 4.1. Before an employee may be charged with any violation of the rules and regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be on the basis of such a charge.

Section 4.2. Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Investigatory interview sessions shall be for reasonable periods of time, and time shall be provided for rest periods and attendance to physical necessities. If, during the course of an investigatory interview, the interview moves from investigatory to accusatory, and/or the affected employee reasonably believes disciplinary action may result, such employee shall have the right to request and have a Union representative present. An employee who is compelled by the employer to answer questions at a formal investigatory procedure shall be entitled, upon request, to be accompanied, represented and advised by a union representative or attorney during such procedure. Such request shall not unreasonably delay the continuation of the investigation. Either party (employee or employer) may record the investigatory meeting provided a recording device is readily available so as not to delay the investigation. Either party may upon request receive a copy of the other party's transcript at the requesting party's expense.

Section 4.3. Whenever the Employer and/or his designee determines that there may be cause for disciplinary action of a suspension, reduction, or discharge, a predisciplinary conference will be scheduled to give the affected employee an opportunity to respond to the alleged charges. The predisciplinary conference procedure shall be established by the Employer, and shall include prior written notice to the employee of the alleged violation(s) and/or charges against him, and a summary of the circumstances from which the charges are derived. The affected employee may

elect to have a Union representative present at any such predisciplinary conference and it shall be the responsibility of the affected employee to so notify the Union. An employee may also elect in writing to waive the opportunity for a predisciplinary conference. The Conference shall take place before a ranking officer of the Sheriff's office who shall be appointed by the Sheriff from a division other than in which the affected employee was assigned at the time of the incident.

Section 4.4. An employee may request an opportunity to review his personnel file at a reasonable time and place in the presence of his supervisor or designee, and at the discretion of his supervisor or designee, if the review is to take place on the employee's work time. The employee may have a representative of the OPBA present during the review, and may add memoranda to the file clarifying any document contained in this file. Reasonable requests for copies of items in the file shall be honored. An employee may request in writing that specific items in his file be removed. Such a request will be subject to review on a case-by-case basis. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition, where known, in a reasonable amount of time. Employees shall be afforded the opportunity to read and sign all records of disciplinary actions and performance evaluations before inclusion in their personnel file. Records of disciplinary actions sent to employees by certified mail shall be deemed compliance with the foregoing requirement. Any refusal by an employee to sign any such document shall be so noted by the Employer representative, and the document will then be placed in the employee's file.

Section 4.5. In the course of an internal affairs investigation, a polygraph examination will be administered only with the consent of the employee under investigation.

Section 4.6. Records of disciplinary action shall not be considered for purposes of progressive corrective action in accordance with the time frames set forth below:

Nature of Discipline	Time Frame
Verbal Warnings	Twelve (12) months
Written reprimands	Twelve (12) months
Suspension of two (2) days or less	Eighteen (18) months
Suspension of three (3) days or more	Twenty four (24) months

ARTICLE 5
NO STRIKE/NO LOCKOUT

Section 5.1. 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 this agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

A. During the term of this agreement, the OPBA shall not authorize, cause, engage in, sanction, or assist in any strike. In accordance with Section 4117.01 (H) O.R.C., a "strike" shall mean any concerted action in failing to report to duty; willful absence from

one's position; stoppage of work; slowdown or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in wages, hours, terms and other conditions of employment. Should any employee(s) engage in a strike, as defined herein, 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 by the OPBA and that all employees should return to work immediately." Such letter shall be signed by the ranking OPBA officer of the local and the appropriate non-employee OPBA representative.

Section 5.2. 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 or discharge by the Employer. Disciplinary action taken in accordance with the provision of this article shall not be subject to appeal; however, the issue of whether or not a strike actually occurred may be appealed through the grievance procedure contained herein.

Section 5.3. During the term of this agreement, the Employer shall not cause, permit or engage in any lockout of its employees, unless those employees shall have violated Section 1 of this article.

Section 5.4. 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 6
CORRECTIVE ACTION

Section 6.1. No non-probationary employee shall be demoted, suspended, or discharged except for just cause.

Section 6.2. The Employer agrees that all disciplinary procedures shall be carried out in private and in a business-like manner. Any employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this agreement.

Section 6.3.

A. Disciplinary action may include (a) documented verbal warning(s); (b) written reprimand(s); (c) suspension(s) without pay; (d) demotion; and/or (e) discharge from employment. Discipline will normally be applied in a progressive, corrective manner.

B. In determining the level of discipline to be applied, the Employer will take into account the nature of the violation and/or misconduct, the employee's record of discipline, and the employee's record of performance and conduct.

C. The Employer agrees not to discharge, suspend, or demote an employee without first arranging for a predisciplinary hearing. However, no predisciplinary hearing is required in cases where the employee is charged with committing one of the following offenses

while on duty: gross insubordination; illegal possession of firearms; dishonesty; fighting; drunkenness; or being under the influence of alcohol or illegal drugs which may be verified by a sobriety test or medical examination. The employee will be suspended from the active performance of regular duties without loss of pay until the predisciplinary hearing is held on these allegations. Refusal to submit to a sobriety test or medical examination shall establish a presumption of being under such influence. However, employees shall not be required to submit to sobriety tests or medical examinations without probable cause.

D. Appeals from discharge, suspension or demotion must be submitted to the Employer in the form of a grievance within five (5) working days of the date of notification.

Section 6.4. Records of disciplinary action shall cease to have force and effect for consideration in future disciplinary actions in accordance with the provisions of Article 4, Section 6, herein.

Section 6.5 Disciplinary action shall be administered in a prompt manner. Within fifteen (15) working days of the date the Sheriff or his designee become aware of an alleged infraction/offense either 1) a pre-disciplinary hearing, if appropriate, will be scheduled; 2) an investigation shall be commenced; or 3) disciplinary action shall be rendered. The Union shall grant to the Sheriff upon request one extension up to ten (10) working days in length for 1, 2, or 3 above. Following 1 or 2 above, disciplinary action shall be rendered within ten (10) working days.

ARTICLE 7
ASSOCIATION REPRESENTATION

Section 7.1. The Employer will recognize two (2) employees, selected by the OPBA, to act as representatives for the purpose of processing grievances and attending meetings in accordance with the provisions of the grievance procedure contained herein and at any meetings at which the Employer requests a representative to be present. The OPBA may designate one (1) alternative representative to act in the absence of both representatives. No employee shall be recognized by the Employer as an OPBA representative until the OPBA has presented the Employer with written certification of that person's selection.

Section 7.2. The investigation and writing of grievances shall be on non-duty time. However, an employee representative may be released during on-duty time to investigate a grievance contingent upon the approval of his immediate supervisor and/or the Sheriff. 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. Employees shall not be compensated for attendance at hearings during non-duty hours. Notwithstanding the provisions above, an employee may confer with the OPBA Director or Assistant Director during the first five (5) minutes or the last five (5) minutes of a shift to schedule non-duty time to discuss a grievance or potential grievance.

Section 7.3. One (1) non-employee OPBA representative will be recognized by the Employer and admitted to the Employer's facilities for the purpose of investigating and processing

grievances or attending meetings as permitted herein, upon receipt of reasonable advance notice to the Employer.

Section 7.4. Director(s) of the OPBA shall be allowed up to three (3) hours per quarter year, without pay, for the purposes of attending OPBA Director meetings.

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 by the Employer.

B. The chief OPBA representative (or alternative) shall not leave his assigned work area to conduct OPBA business until his immediate supervisor has released him. 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 OPBA activity.

C. The OPBA employee representative 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 OPBA employee representative abusing the provisions of this section is subject to disciplinary action.

ARTICLE 8
NON-DISCRIMINATION

Section 8.1. Neither the Employer nor the OPBA shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, national origin or handicap, as defined by state/federal civil rights laws. The OPBA shall share equally with the Employer the responsibility for applying this provision of the agreement.

The Employer, the employee and the employee's representative, if desired by the employee, may meet in an effort to resolve an alleged violation of state/federal civil rights laws prior to the appeal to any outside agency.

Section 8.2. The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the OPBA, and the Employer shall not discriminate, interfere, restrain, or coerce any employee because of any legal employee activity in an official capacity on behalf of the OPBA, as long as that activity does not conflict with the terms of this agreement.

Section 8.3. The OPBA agrees not to interfere with the rights of employees to refrain or resign from membership in the OPBA, and the OPBA shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the OPBA or involvement in OPBA activities.

Section 8.4. 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 9
BULLETIN BOARDS

Section 9.1. The Employer agrees to provide space on bulletin boards in agreed upon areas for use by the Union. However, the Employer shall not be obligated to purchase bulletin boards for the OPBA's use.

Section 9.2. All OPBA notices which appear on the bulletin boards shall be signed, posted, and removed by the OPBA President during non-work time. OPBA notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

A. OPBA recreational and social affairs;

B. Notice of OPBA meetings;

C. OPBA appointments;

D. Notice of OPBA elections;

E. Results of OPBA elections;

F. Reports of non-political standing committees and independent non-political arms of the OPBA; and

G. Non-political publications, rulings, or policies of the OPBA.

All other notices of any kind not covered in "A" through "G" above must receive the prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the OPBA bulletin boards at any time, which contain the following:

A. Personal attacks upon any other member or any other employee;

B. Scandalous, scurrilous or derogatory attacks upon the administration;

C. Attacks on any employee organization, regardless of whether the organization has local memberships, and

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

Section 9.3. 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 boards designated for use by the OPBA.

Section 9.4. Violation of any provisions of this article shall subject the OPBA to revocation of bulletin board posting privileges by the Employer.

ARTICLE 10
LABOR/MANAGEMENT MEETINGS

Section 10.1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once ever quarter on a mutually agreeable day and time, the Sheriff and/or his designees shall meet with not more than three (3) representatives of the OPBA, one (1) of whom may be the Director of the OPBA or his designee, to discuss those matters addressed in Section 2 herein. Additional representatives may attend by mutual agreement of the parties. Labor/management meetings may include representatives from individual bargaining units where specific agenda items pertain only to that unit, as determined by the Sheriff or his designee.

Section 10.2. An agenda will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The OPBA shall also supply the names of those OPBA representatives who will be attending. The purpose of such meetings shall be to:

A. Discuss the administration of this agreement;

B. Notify the OPBA of changes made by the Employer which affect bargaining unit members;

C. Discuss the grievances which have not been processed beyond Step 3 of the Grievance Procedure, but only when such discussions are mutually agreed to by the parties;

D. Disseminate general information of interest to the parties;

E. Discuss ways to increase productivity and improve efficiency;

F. Give the OPBA representatives the opportunity to share the views of their members on topics of interest to both parties; and

G. To consider and discuss health and safety matters relating to employees.

Section 10.3. If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 10.4. Labor/management meetings are not intended to be negotiation sessions to alter or amend the basic agreement.

ARTICLE 11
GRIEVANCE PROCEDURE

Section 11.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this agreement. The

grievance procedure is not to be used to effect changes in the articles of this agreement nor those matters not covered by this agreement.

Section 11.2. All grievances must be timely processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance, which is not submitted by the employee within the time limits provided herein, shall be considered resolved based upon management's last answer. Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the parties.

Section 11.3. It is the mutual desire of the Employer and the OPBA to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. The Employer and the OPBA agree to make a responsible effort to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

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

STEP 2: If the grievance is not resolved in Step 1, the employee with the appropriate OPBA representative, if the former desires, shall reduce the grievance to writing and shall within five (5) working days, refer the grievance to the Chief Deputy or his designee (hereinafter referred to as the Chief) at Step 2 of the grievance procedure. The Chief shall have five (5) working days in which to schedule a meeting, if he deems such necessary, with the aggrieved employee and his representative. The Chief shall investigate and respond in writing to the grievance within five (5) working days following the meeting date.

STEP 3: If the grievance is not resolved in Step 2, the employee, with the appropriate OPBA representative, if the former desires, may refer the grievance to the Sheriff or his designee (hereinafter referred to as the Sheriff), within five (5) working days after receiving the Step 2 reply. The Sheriff shall have five (5) working days in which to schedule a meeting with the aggrieved employee and his appropriate OPBA representative, if the former desires. The Sheriff shall investigate and respond to the grievant and/or appropriate OPBA representative within (10) working days following the meeting.

STEP 4: **Arbitration.** If the grievance is not satisfactorily settled in Step 3, the OPBA may make written request that the grievance be submitted to arbitration. A request

for arbitration by the OPBA must be submitted within ten (10) working 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 by the OPBA 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 seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties shall agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within ten (10) working days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) 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 (1) 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 hearing promptly and issue his decision and recommendation within a reasonable time thereafter. 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 and recommendation 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, nor add to, subtract from, or modify the language therein in arriving at this determination on any issue presented that is properly 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 submitted to him or to submit observations 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, grievance, or practices. The arbitrator shall not recommend any new or different wage rates be established which were not negotiated as part of this agreement. In the event of a monetary award, the arbitrator shall not recommend retroactive settlement beyond the date the grievance was presented to the Employer in Step 1 of the grievance procedure, in the case of an incident arising out of an ongoing problem. In the case of a disciplinary action such as a

suspension, reduction in pay or position, or discharge from employment, the arbitrator shall have the authority to recommend that a monetary settlement be effective back to the date of the imposition of the disciplinary action.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's scope of authority or jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. 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. Recommendations of the arbitrator will be final and binding upon both parties.

All costs directly related to the services of the arbitrator shall be borne by the losing party. Expense of any witnesses shall be borne by the party calling the witness. The fees of any court reports shall be paid by the party asking for same; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

Section 11.4. All grievances must contain the following information to be considered, and must be filed using the grievance form mutually agreed upon by both parties and as appended to this agreement:

A. Aggrieved employee's name and signature.

B. Aggrieved employee's classification.

C. Date grievance was first discussed and name of supervisor with whom the grievance was discussed.

D. Date grievance was filed in writing.

E. Date and time grievance occurred.

F. The location where the grievance occurred.

G. A description of the incident giving rise to the grievance.

H. Specific articles and sections of the agreement violated.

I. Desired remedy to resolve the grievance.

Section 11.5. A grievance may be brought by any employee covered by this agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one (1) employee shall be selected by the group to

process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

Section 11.6. Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level from which it originates by mutual agreement of the parties. Notwithstanding the provisions above, grievances involving a loss of pay (i.e., suspensions, demotions, or terminations) may be filed directly at Step 2 at the option of the employee.

Section 11.7. For purposes of this article, work days shall be defined as Monday through Friday, and shall exclude Saturdays, Sundays and recognized holidays.

ARTICLE 12
SICK LEAVE

Section 12.1. Sick Leave Accumulation. For the duration of this agreement, each employee may accumulate fifteen (15) days of sick leave per year. Said leave shall be earned at 4.6 hours per pay period in active pay status. Non-probationary employees can earn a sick leave bonus day for every six (6) months worked without using a sick day. Sick leave bonus will be used following the same restrictions as personal days.

Section 12.2. Charging of Sick Leave. Sick leave shall be charged in minimum units of one-quarter (1/4) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 12.3. Uses of Sick Leave.

A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

1. Illness or injury of the employee or a member of his immediate family.

2. Medical, dental, or optical examinations or treatment of employee or a member of his immediate family, which requires the employee and which cannot be scheduled during non-working hours.

3. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee, or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.

4. Pregnancy and/or childbirth and other conditions related thereto inclusive of leave for male employees for the care of the employee's wife and family during the post-natal period. The Employer will comply with all provisions of the Family

and Medical Leave Act when the request for such leave is requested by the employee.

B. Definition of immediate family: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, aunt, uncle, grandchild, step-mother, step-father, step-brother, step-sister, step-son, step-daughter, step-grandparent, a legal guardian or other person who stands in place of a parent (loco parentis).

Section 12.4. Evidence Required for Sick Leave Usage. The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

Section 12.5. Notification by Employee. When an employee is unable to report to work, he shall notify the employer at least one (1) hour prior to the start of the shift, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the immediate supervisor.

Section 12.6. Abuse of Sick Leave. Employees failing to comply with reasonable sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud or abuse sick leave shall be just cause for denial of sick leave requests and disciplinary action, up to and including dismissal.

Section 12.7. Physician Statement. If medical attention is required, or where an illness extends beyond three (3) working days, the employee shall be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform the duties. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person, or in the case of childbirth and other conditions relating thereto, during the post-natal period. A certificate signed by a nurse practitioner working under the direction of the attending physician shall be acceptable in lieu of a physician's certificate.

Section 12.8. Physician Examination. The Sheriff reserves the right to provide a safe and healthy environment for staff and inmates in accordance with all applicable regulations. When problems in performance or conduct create grave concerns about the employee's ability to perform the essential functions of his job, the Sheriff may require the employee to undergo an examination, conducted by a licensed physician, and paid for by the Sheriff, to determine the employee's physical or mental capability to perform the essential duties of his position. If the examiner determines that the employee is unable to perform the essential functions of his position, he will be placed on sick leave, family and medical leave if appropriate, leave without pay or disability separation. In the case of a disability separation, the Sheriff and the employee agree to follow the provisions on disability separation contained in OAC 123.1-30.

Section 12.9. Expiration of Sick Leave. If illness or disability continues beyond the time covered by accumulated sick leave, the employee may be granted a leave of absence without pay or a disability separation in accordance with the provisions set forth in this agreement.

Section 12.10. Semi-annually, once in January and once in July, employees shall be notified in writing of the balance of their sick leave accumulation.

Section 12.11 Catastrophic Leave. An employee who, due to catastrophic conditions, requires use of more sick leave than he/she has accrued shall be permitted to receive the benefit of other employees' accrued sick leave in accordance with the Catastrophic Leave Program and forms which are attached hereto as Appendix B.

Section 12.12. Sick Leave Pay-out. Employees having ten (10) or more years of service shall at the time of retirement be paid in cash for thirty-five percent (35%) the value of their accrued but unused sick leave credit, for a maximum of fourteen hundred (1400) hours. Such payment shall be based on the employee's rate of pay at the time of retirement.

In the event of the death of an employee, in active service, with ten (10) or more years of service with the Office who is vested in retirement at the date of death, said date of death should be construed as retirement, and any sick leave payment for which the decedent would have otherwise qualified shall be paid to the decedent's surviving spouse, or if no spouse, equally to decedents surviving children, or if no surviving children, to decedent's estate.

Section 12.13. Bereavement Leave. Employees shall be granted up to twenty four (24) hours of paid bereavement leave per year. Bereavement leave may only be used for death of an immediate family member, as defined in Section 12.2, above. Bereavement leave will not be counted against an employee's accumulated sick leave. Unused bereavement leave cannot be carried over from year to year. Employees who require additional bereavement leave for the death of an immediate family member may use sick leave. All leave (bereavement leave and/or sick leave) is limited to five (5) days for each occurrence.

ARTICLE 13
LEAVES OF ABSENCE

Section 13.1.

A. The Employer may grant a personal leave of absence without pay to any employee for a maximum duration of up to one (1) year for any personal reason of the employee. Such a leave may not be renewed or extended beyond one (1) year. Time spent on Family and Medical Leave shall not be counted toward the one (1) year maximum for a personal leave of absence without pay.

B. Leave may be granted for a maximum period of up to one (1) year for purposes of education, training, or specialized experience which would be of benefit to the County service by improved performance at any level; or voluntary service in any governmentally-sponsored program of public betterment.

C. The authorization of a leave of absence without pay is matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.

D. The granting of any leave of absence is subject to approval of the Employer thirty (30) days prior to commencement of the desired leave. The Employer may waive all or part of the thirty (30) day notice requirement depending upon the operational needs of the Department and the circumstances involved.

E. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave will be terminated upon the reinstatement of the employee from leave. The terminated employee will be considered for other vacancies.

Section 13.2. An employee who has exhausted paid leave and Family and Medical Leave may request a leave of absence without pay for disability purposes by submitting such request in writing to the Employer along with a signed physician's statement.

A. The leave of absence will begin on the date the physician states that the employee can no longer perform the essential functions of his position.

B. The leave of absence will end on the date on which the physician releases the employee as medically able to return to work to perform the essential functions of the position.

C. Should the employee's leave of absence for disability purposes exceed six (6) months, the employee shall be placed on a disability separation in accordance with the provisions set forth in this agreement.

Section 13.3. If it is found that leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to return to work by giving written notice to the employee. An employee may return to work before the scheduled expiration of leave if requested in writing by the employee and approved by the Employer. Failure to return to duty within three (3) days of the expiration or notification of cancellation of a leave of absence shall be just cause for removal.

Section 13.4. Disability Separation.

A. When an employee becomes physically unable to perform the essential functions of his position, but is still able to perform the duties of a vacant, lower level position, he may voluntarily request reduction to the lower level position. Such request shall be in writing, stating the reason for the request, and shall be accompanied by a physician's statement. The determination as to whether or not a vacancy exists and the approval of such voluntary reduction requests shall be the sole discretion of the Employer, based upon operational needs and requirements.

B. A physically incapacitated employee who has exhausted his accumulated paid leave and Family and Medical Leave, and for whom voluntary reduction is not practicable, may request up to six (6) months of disability leave (leave without pay, Section 13.2 herein) only if he can present evidence as to the probable date on which he will be able to return to the same or similar position within a six (6) month period. Such request should be submitted in writing to the Employer with a copy of a physician's statement attached.

C. **Disability Separation**. A disability separation may be granted when an employee has exhausted his accumulated paid leave, and Family and Medical Leave, and any leave of absence without pay where applicable, and is:

1. hospitalized or institutionalized, or on a period of convalescence following hospitalization or institutionalization as authorized by a physician at the hospital or institution; or

2. is declared physically incapable of performing the essential functions of his position by a licensed physician.

If an examination is requested or required by the Employer, the Employer shall designate the physician and shall bear the costs of such examination. Any appointment made to a position vacated by disability separation will be on a temporary basis, and such employee will be made fully aware of its temporary nature. Should the employee returning from disability separation be reinstated to another position, the temporary appointment will be made permanent.

D. **Reinstatement.** An employee given a disability separation shall have the right to reinstatement within three (3) years from the date of separation to the same or similar position.

An employee given a disability separation subsequent to a leave of absence without pay shall retain the right of reinstatement for a period of up to three (3) years from the date the employee began the leave of absence, inclusive of any Family and Medical Leave. An employee must make written application to the Employer for reinstatement containing the results of a medical examination. The cost of such examination shall be paid by the employee. A medical examination may also be requested and scheduled by the Employer and shall be conducted by a physician designated by the Employer. The cost of such examination shall be paid by the Employer.

Any dispute regarding such examination(s) may be submitted to a neutral third party physician at the expense of the employee.

Section 13.5. Within thirty (30) days after making written application and showing full qualifications to perform the essential functions of the position, an employee will be reinstated to the same or similar position, provided such position(s) still exists and/or is utilized.

An employee returning from a disability leave or disability separation shall be entitled to up to four (4) days of unpaid leave to be utilized for continuing medical treatment or medical care. Approval of such unpaid leave is contingent upon medical documentation verifying the necessity of the leave. Unpaid leave shall be available only within the first four (4) calendar months following return from disability leave or disability separation.

An employee who does not return from disability leave or disability separation, , or takes disability retirement within the three (3) years, shall be separated from service upon the expiration of the three (3) year period.

ARTICLE 14
JURY DUTY LEAVE

Section 14.1. An employee who is subpoenaed for court jury duty will be paid his regular salary or wage in full during his absence. He will, however, be required to turn over all monies received from the court to the Employer. If a reasonable amount of time, as determined by the Sheriff or his designee, remains during the employee's scheduled work day, he will be expected to report for work following jury duty. However, an employee shall not normally be required by the Employer to spend more than eight (8) hours in any twenty-four (24) hour period in work status and/or jury duty combined. A copy of the subpoena shall be submitted at the time of the request for Civil Leave.

If an employee is required to appear in a court of law for personal reasons, he is expected to take either vacation leave or leave without pay at the discretion and approval of the Employer. Whenever possible, an employee shall give at least one (1) week advance notice of the need for such a leave.

ARTICLE 15
HOLIDAYS

Section 15.1. All employees covered under this agreement shall receive eighty (80) hours of holiday compensation each calendar year in consideration for the following ten (10) holidays:

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

Section 15.2. An employee may request to take up to eighty (80) hours of holiday compensation in the form of "compensatory" time. Such holiday compensatory time shall be requested in minimum increments of eight (8) hours. Such requests shall be granted provided an overtime situation is not created by the granting of the request.

Section 15.3. Holiday compensation which has not been used in the form of "compensatory" time shall be paid at the regular base rate of pay on the twenty-fifth (25th) pay period of the applicable calendar year. Such payment shall be made in separate check. Employees who leave

the service of the Employer prior to the twenty-fifth (25th) pay period of the applicable calendar year shall be entitled to compensation for the applicable prorated and unused amount of holiday time.

Section 15.4. Semiannually, once in January and once in July, employees will be notified in writing of the balance of their holiday time compensatory time.

Section 15.5. An employee who works on Thanksgiving, Christmas Day, New Year's Day, Independence Day, Labor Day or Memorial Day above, shall be entitled to pay at the rate of time and one-half his regular rate of pay for all hours worked on such holiday, provided the employee works the last scheduled day before the holiday and the first scheduled day after the holiday. Effective July 1, 2008, added to the above list of holidays shall be Martin Luther King Jr. Day, President's Day, Columbus Day and Veteran's Day.

Section 15.6. An employee who works on Thanksgiving, Christmas Day, New Year's Day, Independence Day, Labor Day or Memorial Day shall be entitled to pay at the rate of double his regular rate of pay for all hours worked in excess of eight (8) hours on such holiday, provided the employee works the last scheduled day before the holiday and the first scheduled day after the holiday.

ARTICLE 16
VACATIONS

Section 16.1. Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

Length of Service	Hours of Vacation
After one (1) year	80 Hours
After eight (8) years	120 Hours
After fifteen (15) years	160 Hours
After twenty (20) years	200 Hours

Section 16.2. Vacation time shall be available to employees as soon as accrued.

Section 16.3. Vacation time shall be taken at a time approved by the appointing authority.

Section 16.4. Any employee who quits or is terminated or retires and has unused vacation time shall receive such vacation time or shall be paid for such time.

Section 16.5. Vacation time shall not be carried over from one year to another without the express written authorization of the appointing authority. Any vacation time that is unused within the year granted shall be deemed forfeited unless otherwise approved by the appointing authority.

Should a situation arise where an employee has properly requested and been denied vacation due to operational needs, twice or more in any calendar year, such employee's request for carry over

of vacation shall be approved by the Employer. In such cases, an employee may elect to turn in up to forty (40) hours of vacation time for pay, rather than carry over such time. Requests to convert vacation time to pay in these instances must be submitted to the Sheriff by November 15 of the applicable calendar year.

Starting with the three years prior being eligible for full retirement benefits, an employee may accrue up to three years of vacation accrual without further approval of the Sheriff.

Section 16.6. An employee who has accumulated and earned vacation time from being employed by the State of Ohio or any other political subdivisions of the State of Ohio, and who was hired on or after April 1, 1999, shall not be entitled to prior service credit for the purposes of vacation. Employees hired before April 1, 1999 or who were granted prior service credit prior to December 31, 1985, shall retain such prior service credit. An employee who is hired on or after April 1, 1999 who has accumulated earned vacation time from being employed previously with Huron County or with the National Military shall not be entitled to prior service credit for purposes of vacation.

Section 16.7. Semi-annually, once in March and once in September, employees will be notified in writing of the balance of their vacation leave accumulation.

Section 16.8. Vacation shall be granted on a "first come, first served" basis. Requests for use of vacation of five (5) consecutive working days or more shall be submitted for approval no less than ten (10) working days prior to the start of the vacation. Requests for the use of vacation of less than five (5) consecutive working days shall be submitted for approval twenty-four (24) hours prior to the start of vacation. Vacation requests shall be submitted directly to the employee's shift supervisor. The employer will approve or deny such requests within five (5) working days of submission.

ARTICLE 17
PERSONAL LEAVE

Section 17.1. At the beginning of the calendar year, each employee shall be credited with twenty-four (24) hours of personal leave.

Section 17.2. When an employee desires to use eight (8) hours or less of personal time, he/she shall attempt to notify his/her immediate supervisor within forty-eight (48) hours of the time he/she is scheduled to report to work. In no case shall the employee notify the Employer less than four (4) hours before the time he/she is scheduled to report to work. All personal leave must be approved by the Sheriff or his designee. Such approval will not be denied unless there is good and sufficient reason.

Section 17.3. Personal time may be taken in increments of one (1) hour.

Section 17.4. Personal time may be accrued up to a maximum of twenty-four (24) hours. Any personal time accrued in excess of twenty-four (24) hours shall be paid.

ARTICLE 18
LAYOFFS

Section 18.1. In the event of a layoff for lack of work, lack of funds, or job abolishment, as determined by the Employer, the Employer shall determine the classification(s) to be affected and the number of employees to be laid off in each classification. Affected employees shall be given ten (10) working days advance written notice of any layoff or job abolishment. Probationary employees within the affected classification(s) will be laid off first. Thereafter, layoffs shall proceed based on inverse order of Departmental seniority (last hired, first laid off) within the affected classifications. If two (2) or more employees have equal Departmental seniority, the employee(s) with the least amount of classification seniority shall be laid off first.

Section 18.2. For purposes of this article, Departmental seniority shall mean all time in service with the Employer from the employee's last date of hire. Classification seniority shall mean all time in service in the applicable classification from the employee's last date of hire.

Section 18.3. An employee who is laid off shall have the right to "bump" or displace an employee in another lower level classification (within the bargaining unit or within another bargaining unit) with less Departmental seniority, provided the employee is certified presently qualified, or can become so in a reasonable period of time, to perform the duties of the other classification as determined by the Employer. The affected employee(s) shall notify the Employer in writing within three (3) calendar days of the layoff notice of his desire to exercise any displacement rights which he may have.

Section 18.4. Employee shall retain recall rights for a period of eighteen (18) months from the date of layoff.

Section 18.5. Recalls from layoff will be in the inverse order of layoff (last laid off, first recalled) within the respective classifications included in this agreement.

Section 18.6. In the case of a recall, the Employer shall provide notice of recall by certified mail, return receipt requested, sent to the last address of record for the employee. Such notice shall include the date and time for the employee to return to work, which shall not be less than fourteen (14) days after the date the notice is sent. If the employee does not report for work at such time or make other arrangements as approved by the Sheriff, the employee shall not retain further rights to recall. It is the responsibility of each employee to keep the Sheriff informed of the employee's current address.

ARTICLE 19
OVERTIME

Section 19.1. The Employer may schedule or order bargaining unit personnel to work overtime in excess of the regularly scheduled work day when Departmental or operational needs requires such overtime work.

Section 19.2. Overtime pay shall be computed on the basis of hours worked in excess of forty (40) in the normally scheduled work period. The overtime pay rate shall be one and one-half (1 ½) of the employee's base hourly pay rate. Hours worked shall include actual work hours, sick leave hours and vacation hours only. The Employer shall not reduce an employee's normally scheduled work hours to avoid overtime payment in any given week. Example: An employee who works one (1) hour beyond his scheduled shift on Monday will not be sent home one (1) hour early on Friday to avoid overtime payment.

Section 19.3. Whenever an employee is called into work at a time which does not abut his regularly scheduled work hours, such employee shall be guaranteed two (2) hours of work for two (2) hours pay at the applicable rate of pay. There shall be no pyramiding of overtime or premium pay.

Section 19.4. The Employer shall distribute overtime as equally as possible within each classification and shift, and in consideration of special bureaus, details, and/or needs of the department. Employees who rotate onto a shift shall move to the bottom of the list, in order of their seniority. Overtime rotation shall start anew at the commencement of each calendar year. Overtime opportunities shall be offered on the basis of seniority on a rotating basis (most senior to least senior). Overtime will be offered to employees on duty first and then to qualified employees off duty. "On duty", as used herein, shall mean working or being scheduled to work a shift abutting the shift on which the overtime opportunity occurs. Employees refusing or failing to work the overtime inclusive of being unavailable shall be credited as having worked. An employee assigned overtime due to special bureaus and/or needs of the department shall be credited with the time for that work day(s), and shall be bypassed on the applicable rotation until the next rotation opportunity. If a sufficient number of volunteers are not available for the overtime, the Employer retains the right to assign the overtime to the least senior qualified employee(s) on a rotating basis.

The above provisions shall not apply in cases of emergency or where circumstances require employees with specialization, education, certification, qualifications, or experience. Overtime rotation lists shall be maintained and accessible through the ranking officer on station. Errors in the distribution of overtime will be remedied at the next applicable overtime opportunity. Questions with regard to the distribution of overtime shall be the proper subject for a labor/management meeting.

ARTICLE 20
SHIFT EXCHANGE

Section 20.1. Employees may request to exchange or trade shifts. The granting of said shift exchanges shall be subject to the sole discretion of the Employer and shall not cause overtime to be accrued or earned.

ARTICLE 21
COURT DUTY

Section 21.1. An employee subpoenaed into court to testify as the result of the authorized performance of his job duties with the Employer, where such appearance occurs outside of his regular scheduled working hours, shall be compensated: (A) for two (2) hours pay at the applicable rate of pay if the employee works 1st or 2nd shift, and three (3) hours pay if the employee works 3rd shift, is working a relief shift or called in on a day off; or (B) for all such hours in court at the applicable rate of pay, whichever is greater.

Section 21.2. An employee required to report for court duty as specified herein must call into the station at the beginning and end of the court duty. Any witness fee issued to the employee as the result of the appearance shall be remitted to the Employer.

ARTICLE 22
INSURANCE

Section 22.1. Effective August 1, 2008, employees shall be given the same choice of coverage as provided to non-bargaining employees of Huron County.

Given the current Employee contribution of health care costs, unless a higher amount is bargained for,

1. The Employees' portion of any increase in health care premiums shall be increased by no more than 2% per contract year, and

2. Employees shall pay no more than 18% of the total cost of health care premiums during the contract term.

Should the Employer wish to change the coverage, plan design or premium paid, consistent with the above provision, the Employer will provide thirty (30) days notice to the Union prior to the change becoming effective.

Section 22.2. One bargaining unit employee selected by the Union may participate in the Employee Review Committee. The recommendations of the committee concerning a change in benefit levels shall be advisory only and shall be applied to all classified County employees equally.

ARTICLE 23
UNIFORMS

Section 23.1. All newly hired probationary employees shall receive a full and complete uniform as determined and required by the Employer.

Section 23.2. A non-probationary employee's uniform and/or accessories shall be replaced or repaired, when required, at the Employer's expense, as determined and approved by the Sheriff or his designee.

ARTICLE 24
WAGES AND COMPENSATION

Section 24.1. Employees shall be compensated on an hourly basis. For purposes of computing annual salary, the hourly wage shall be multiplied by two thousand eighty (2080) hours. Work weeks shall normally be scheduled to consist of forty (40) hours per week. This shall not constitute a guarantee of work hours per week or per day. Employees shall be available to respond to work-related calls as needed and to appear for work-related court appearances in addition to any scheduled work hours. Work-related court appearances shall be considered work hours for the purpose of compensation and computation of any overtime in accordance with Article 21 herein.

Section 24.2. Employees shall receive a three percent (3%) increase to base wages on July 1, 2013. Employees shall receive a three percent (3%) increase to base wages on July 1, 2014. Employees shall receive a two percent (2%) increase to base wages on July 1, 2015. Upon ratification, pay will be retroactive to July 1, 2013.

Section 24.3. An employee will be eligible to receive a step increase on the employee's anniversary date each year. An employee must have completed the required number of years of service by the above eligible date in order to receive a step increase.

Section 24.4. Upon promotion, employees exceeding the step rate for the higher classification shall stay at their existing rate of pay at the time of promotion until eligible to advance to the step which grants an increase in accordance with classification seniority.

Section 24.5. All employees, after completing their fifth (5th) year of service, shall receive a longevity pay supplement equal to sixty-five dollars ($65.00) times their years of departmental service to a maximum of two thousand fifteen dollars ($2,015). Longevity payments shall be made in the final pay period of the calendar year.

Section 24.6. All employees required to work either the second or third shift shall receive a shift differential payment for all hours worked during those shifts according to the following schedule:

Second Shift	Third Shift	Relief Shift
$ .40	$ .40	$ .40

Section 24.7. The most senior Patrol Officer on duty during any shift for which no Command Officer (Sergeant or Captain) is also on duty shall receive Officer in Charge pay of one dollar ($1) per hour for all hours worked as Officer in Charge.

ARTICLE 25
O.P.E.R.S.

Section 25.1. The Employer agrees to continue the "salary reduction" or "deferred" method of computing the employee contribution to OPERS.

ARTICLE 26
PROBATIONARY PERIODS

Section 26.1. Each employee hired into a bargaining unit position will be required to successfully complete a probationary period of one (1) year. The probationary period shall begin on the first day for which the employee receives compensation from the Employer in a permanent, bargaining unit position.

Section 26.2. A newly hired (initial) probationary employee may be terminated at any time during his initial probationary period and shall have no appeal over such removal.

Section 26.3. 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 be six (6) months, and shall commence on the effective date of the promotion. A newly promoted employee who does not meet acceptable performance levels may be returned to his former position at any time during his promotional probationary period without any appeal, and without loss of seniority.

Section 26.4. Part-time employees shall have their probationary periods determined on the basis of the number of hours actually worked comparable to a frill-time employee in the same position.

Section 26.5. Extended absences of ten (10) working days or more shall not be considered in the computation of "calendar" days or days worked for the purpose of computing the actual expiration of the probationary period.

ARTICLE 27
WAIVER IN CASE OF EMERGENCY

Section 27.1. In case of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Huron County Commissioners, the Federal or State Legislature or the Sheriff, such as acts of God or civil disorder, the following conditions of this agreement may automatically be suspended at the discretion of the Employer:

A. Time limits for management replies on grievances, or OPBA submissions of grievances.

B. Selected work rules and/or agreements and practices relating to the assignment of all employees.

Section 27.2. Upon the termination of the emergency, should valid grievances exist they shall be processed in accordance with the provisions outlined in the grievance procedure and shall

proceed from the applicable point in the grievance procedure to which they have properly progressed.

ARTICLE 28
SEVERABILITY

Section 28.1. This agreement is subject to all applicable federal laws and Chapter 4117 of the Ohio Revised Code and shall be interpreted wherever possible so as to comply fully with such laws, provisions or any official decision interpreting them.

Section 28.2. Should any part of this agreement or any provisions contained herein be declared invalid by operation of law or by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a part or provision of this agreement shall not invalidate the remaining portions and they shall remain in full force and effect.

ARTICLE 29
SHIFT BIDDING

Section 29.1 Employees shall bid shift assignments within their classification, *i.e.* Sergeant, Lieutenant, and Captain, for two (2) month increments. The shift bids shall take place twice each calendar year, and bids shall be awarded on the basis of classification seniority. Employees shall bid for the next successive three (3), two (2) month increments, and no employee shall be permitted to bid for the same shift for more than two (2) consecutive (2) month increments.

Section 29.2 On December 1 and May 1 of each year, the Sheriff or his designee shall post a schedule for each classification's shift bids, and the schedule shall be posted for fourteen (14) days to allow employees to bid. If an employee is on leave, out sick, or on vacation during the posting period, the employee shall be permitted to communicate his bid preference to his regularly assigned supervisor, and the supervisor shall be responsible for indicating the bid preference upon notice of it. The schedule for each classification shall indicate the hours for each shift and the regular days off for each shift.

ARTICLE 30
WORK RULES

Section 30.1. The OPBA recognizes the Employer's right to establish, revise, amend, modify, or delete work rules, policies, or procedures necessary to ensure the efficient operation of the Sheriff's Department and proper conduct of employees. The Employer agrees that all work rules, policies and procedures shall be applied uniformly under similar circumstances within the group or groups of employees to whom such rules are directed. Work rules, policies, and procedures established by the Employer shall not violate the express terms of this agreement.

Section 30.2. Any new work rules, policies, or procedures or amendments to existing work rules, policies, or procedures shall be reduced to writing, excluding rules, policies or procedures that must be implemented immediately for health or safety reasons, and submitted to the OPBA at least five (5) working days prior to implementation. The Employer will meet with representatives of the OPBA, upon request, to discuss the effects of any proposed work rule,

policy, or procedure upon bargaining unit employees. Such work rules, policies, or procedures will be posted on departmental bulletin boards prior to their effective date.

Section 30.3. The Employer may, in an emergency situation, implement a work rule, policy, or procedure to rectify a situation. However, upon request, the Employer will subsequently meet with representatives of the OPBA to discuss the effects of any such work rule, policy, or procedure upon bargaining unit employees.

Section 30.4. This article shall not apply to policies or procedures which are mandated by federal or state laws or regulations governing operational procedures.

ARTICLE 31
DRUG/ALCOHOL TESTING

Section 31.1 Employees shall comply with the Huron County Drug and Alcohol Policy as written.

ARTICLE 32
VACANCIES AND PROMOTIONS

VACANCIES

Section 32.1. When the Employer has determined that a vacancy within a bargaining unit exists in a full-time entry level position, which is defined as a Corrections Officers and Patrol Officer, a vacancy announcement shall be posted for five (5) consecutive working days. Any employee on approved leave shall have an additional five (5) days to apply for the vacancy. The vacancy announcement shall contain:

1. the job classification title;
2. the desired qualifications for the job;
3. the rate of pay for the classification;
4. the division work unit, as applicable;
5. a brief description of the duties to be performed.

Section 32.2. Qualified applicants for the vacant position will be considered based upon the following criteria:

1. work experience;
2. education
   a. related coursework
   b. related training

c. other coursework;

3. additional skills and abilities;

4. interview of applicants;

5. job performance and work records;

6. recommendations and personal references, only to the extent that they relate to the qualification and character of a non-unit employee, and shall not be accepted from or on behalf of a unit employee;

7. seniority.

Section 32.3. All these criteria will be considered to be of equal importance. Each applicant will be considered using the criteria to determine which applicant is best qualified to perform the job duties of the position set forth in the posted position and as determined by the Employer. If two (2) or more applicants are considered substantially equal, then the position shall be awarded to the applicant with greatest seniority.

Section 32.4. All applicants who have completed the application form will be evaluated, provided they meet the qualifications. All applicants who meet the minimum qualifications, as determined by the Employer, will be interviewed within fourteen (14) days after the posting is completed. Notwithstanding the provisions herein, a Corrections Officer must have had at least three (3) years of service with the Department, in that classification, in order to be considered for a higher classification or Patrol Officer position.

Section 32.5. The Employer will not consider any applications filed after the fifth (5th) working day of the posting, including the day of the posting. Employees interested in applying for the posted position may do so by filling out an Employee's Application for Vacant Position Form. It is the responsibility of the applicants to provide current and complete information as to their qualifications for the position for which they are applying.

Section 32.6. All newly hired and newly promoted employees will be required to satisfactorily complete the required probationary period. Failure to meet acceptable performance shall be cause for termination from employment, or reduction to the former classification, as applicable.

Section 32.7. The final decision will be announced by the Employer, only after all qualified applicants who have been interviewed have been informed of their status

PROMOTIONS

Section 32.8. All non-entry level positions, which are defined as Corrections Corporal, Sergeant, Lieutenant, and Captain positions, will be posted in accordance with the provisions set forth under vacancies.

Section 32.9. It is the policy of the Employer to fill all promotions from within the bargaining unit covered by this agreement, if qualified applicants exist. Whenever a promotional opportunity as determined by the Employer occurs, consideration will first be given to those qualified employees who have continued to demonstrate satisfactory performance in a lower rank, within the applicable bargaining unit. The Employer may also consider applicants outside the bargaining unit. Qualified applicants for the position will be considered based upon the following criteria:

1. Work Experience

    a. time spent in a lower grade will be considered desirable work experience provided satisfactory performance has been consistently demonstrated;

2. Education

    a. related coursework

    b. related training

    c. other coursework;

3. Additional skills and abilities;

4. Interview of applicants;

5. Job performance and work record;

6. Recommendations and personal references, only to the extent that they relate to the qualification and character of a non-unit employee, and shall not be accepted from or on behalf of a unit employee;

7. Seniority.

Section 32.10. All these criteria will be considered to be of equal importance. Each applicant will be considered using the criteria to determine which applicant is best qualified to perform the job duties of the position set forth in the posted position and as determined by the Employer. If two (2) or more applicants are considered substantially equal, then the position shall be awarded to the applicant with the greatest seniority.

Section 32.11. All applicants who have completed the application form will be evaluated, provided they meet the qualifications. All applicants who meet the minimum qualifications, as determined by the Employer, will be interviewed within fourteen (14) days after the posting is completed. Notwithstanding the provisions herein, the applicant must have had at least three (3) years of service with the Department, in that classification, in order to be considered for a higher classification.

Section 32.12. The Employer will not consider any applications filed after the fifth (5th) working day of the posting, including the day of the posting. Employees interested in applying for the posted position may do so by filling out an Application Form.

Section 32.13. All promoted employees will be required to satisfactorily complete the required probationary period. If an employee is promoted to a higher job classification and fails to perform properly, he shall be returned to his former classification if such improper performance is not a basis for the employee's termination from employment.

Section 32.14. The employee who accepts a promotion shall be paid not less than his old rate as the result of such promotion, but shall be transferred into the new position at a salary at least equal to that which he previously held.

Section 32.15. The final decision will be announced by the Employer, only after all qualified applicants who have been interviewed have been informed of their status.

Section 32.16. The probationary period may be adjusted upward to reflect the effects of authorized leaves of absence or other approved breaks in service.

Section 32.17. Examinations

A preferred applicant for a position may be required to submit to a medical/psychological (mental) examination to determine his/her ability to perform the essential functions of the position. Drug screening may be conducted prior to the determination of a preferred candidate or as part of the medical examination. The Employer shall designate the licensed practitioner to conduct the examination(s), and shall bear the costs of such examination(s) for existing bargaining unit employees.

ARTICLE 33
PRIOR SERVICE CREDIT

Section 33.1. Full-time employees shall receive prior service credit for any time spent working for any village, township, city, county or state as a dispatcher, corrections officer, police officer or deputy of any rank.

ARTICLE 34
DEFINITIONS

Section 34.1. For purposes of this Agreement, working days shall be defined as Monday through Friday and shall exclude Saturdays, Sundays, and recognized holidays.

ARTICLE 35
DURATION OF AGREEMENT

Section 35.1. This agreement shall be effective as of July 1, 2013, and shall remain in full force and effect through June 30, 2016, unless otherwise terminated as provided herein. If either party desires to make any changes in the agreement for a period subsequent to June 30, 2016, notice of such a desire shall be given not earlier than February 28, 2016, and not later than March 31, 2016. If such notice is given, this agreement shall remain in effect until the parties reach agreement on a new contract.

Section 35.2. If either party desires to modify, amend or terminate this agreement, it shall be given written notice of such intent no earlier than one hundred twenty (120) calendar days nor later than ninety (90) 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 within two (2) calendar weeks upon receiving notice of intent.

Section 35.3. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. The provisions of this agreement constitute the entire agreement between the Employer and the OPBA, and all prior agreements, either oral or written, are hereby cancelled. Therefore, the Employer and the OPBA, for the life of this agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this agreement or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this agreement.

Section 35.4. However, nothing in this article shall preclude the parties from mutually agreeing to amend or modify this agreement, provided such amendment is reduced to writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and signed by their duly authorized representative this 16 day of January ~~2013.~~ 2014

FOR THE HURON COUNTY SHERIFF:

Dane Howard, Sheriff

Ted Patrick, Chief Deputy Patrol

Sue Bommer, Huron County Director of Human Resources

Approved as to Form:

Huron County Prosecutor

FOR THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION:

Jonathan Winters, Esq OPBA Representative

Kelly Chapman, Union Committee Member

Todd Corbin, Union Committee Member

Michael Lloyd, Union Committee Member