



NOBLE S.O. CBA 2014-2017

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1822-01/02/03  
K30524  
02/06/2014

# **AGREEMENT BY AND BETWEEN**

## **THE NOBLE COUNTY SHERIFF**

**AND**



## **THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.**

**APRIL 1, 2014 THROUGH MARCH 31, 2017**

**TABLE OF CONTENTS**

<b>Article</b>	<b>Title</b>	<b>Page</b>
1	Preamble	3
2	Recognition	3
3	FOP Representation/Bulletin Board	3
4	Conflict And Amendment	4
5	Application of Civil Service Law	5
6	Dues Deduction	5
7	Management Rights	7
8	No Strike-Lockout	8
9	Non-Discrimination	8
10	Waiver in Case of Emergency	9
11	Personnel Information Files	9
12	Labor Management Meetings	10
13	Grievance Procedure	11
14	Discipline	13
15	Investigations	15
16	Work Rules – General Orders	16
17	Seniority	17
18	Posting of Vacancies	18
19	Layoff and Recall	18
20	Equipment and Working Conditions	20
21	Hours of Work and Overtime	21
22	Vacation Leave	22
23	Sick Leave	23
24	Holidays	26
25	Uniforms and Equipment	26
26	Training	26
27	Probationary Period	28
28	Medical Examinations	28
29	Health Insurance	29
30	Leaves of Absence/Military Leave	30
31	Political Activity	31
32	Residency	31
33	Outside Employment	32
34	Acceptance of Gifts or Favors	32
35	Trading Shifts or Assignments	32
36	Wages	32
37	Duration, Entire Agreement, and Signatures	35

**ARTICLE 1            PREAMBLE**

**Section 1.1            Purpose**

This document represents a contractual agreement entered into, to be effective on April 1, 2014, between the Noble County Sheriff (Employer), subject to the approval of the Noble County Board of County Commissioners and the Fraternal Order of Police, Ohio Labor Council, Inc. (FOP/OLC) and all its agents, to establish the exclusive wages, hours and terms and conditions of employment between the parties which are compatible with the financial resources of the Employer, and to assure the Employer the highest level of performance and professional attitude from its Employees. By making this Agreement, and specifically defining in its articles the wages, hours and terms and conditions of employment which are to exist between them, the parties intend the terms of this Agreement to supercede where inconsistent, any Ohio Revised Code provisions addressing wages, hours of conditions of employment.

This Agreement supersedes all previous Agreements (either written or oral) between the Employer, the employees and the FOP/OLC.

**ARTICLE 2            RECOGNITION**

**Section 2.1            Inclusions**

The Employer recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. as the sole and exclusive representative for all full-time employees who work full time in the classification of Deputy Sheriff as certified in SERB Case No. 98-REP-02-0042, Sergeants, Jail Sergeants and Jail Lieutenants as certified in SERB Case No. 2010-REP-04-0070 and Dispatchers, Corrections Officers and Maintenance Workers as certified in SERB Case No. 2010-REP-04-0071. The parties agree to seek amended certification of the Sergeants, Jail Sergeants and Lieutenants Bargaining Unit to include the position of Road and Corrections Officer Corporal.

**Section 2.2            Exclusions**

The Sheriff and all other employees are specifically not included in the bargaining unit described in Section 2.1 above.

**Section 2.3            Full-time Defined**

Full-time employment will be defined according to the definition used by the Noble County Commissioners as applied to all Noble County employees.

**ARTICLE 3            FOP REPRESENTATION /BULLETIN BOARD**

**Section 3.1 Employee Representatives**

The Employer agrees to recognize one (1) employee and one (1) alternate as union representatives for each of the bargaining units for the purpose of processing grievances and representing employees pursuant to the provisions of this Agreement. The Union will notify the Sheriff in writing of the names of all officers and representatives of the bargaining unit and of any changes that may occur. Except as specifically set forth in this Agreement, employee representatives may not conduct Union business on County time.

**Section 3.2 Union Representatives**

Non-employee representative(s) of the FOP/OLC shall be admitted to the Employer's facility for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement, upon approval of the Employer or his designee. The Employer or his designee shall facilitate any necessary contact between the representative and an on-duty bargaining unit employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

**Section 3.3 Bulletin Boards**

The FOP/OLC shall be permitted to install and maintain bulletin boards in agreed upon areas in the facility. No material may be posted on the FOP/OLC bulletin board which contains the following:

- A. Personal attacks upon any other member or employee, or unprofessional material.
- B. Derogatory attacks upon the administration or any County official.
- C. Attacks on any other employee organization.
- D. Material or comments regarding a candidate for public office or any campaign materials or partisan or nonpartisan political announcements, posters, stickers, buttons, or related material.

No FOP/OLC related materials may be posted in the Employer's facilities or on the Employer's equipment except for the FOP/OLC bulletin board. Only FOP/OLC material shall be permitted on the FOP/OLC bulletin board. Any violation of the provision of this Article shall be immediately removed from the bulletin board by the Employer or by the FOP/OLC.

**ARTICLE 4 CONFLICT AND AMENDMENT**

**Section 4.1 Conformity to Law**

The parties intend this Agreement to supersede and replace any state and local laws on the subjects referenced or covered by this Agreement. Where this Agreement makes no specification about a matter, the provisions of applicable law shall prevail. If, by operation of law, or by a court of competent jurisdiction, it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the

Agreement term.

**Section 4.2 Severability**

The parties agree that should any provision of this Agreement be found to be invalid, that upon the written request of either party, they will schedule a meeting within thirty (30) calendar days at a mutually agreeable date and time to discuss in good faith alternative language on the same subject.

**Section 4.3 Amendments to Agreement**

Amendments and modifications of this Agreement may only be made by mutual written agreement of the parties to this Agreement, subject to ratification by the Union and County Commissioners.

**ARTICLE 5 APPLICATION OF CIVIL SERVICE LAW**

**Section 5.1 Application of Civil Service Law**

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

**ARTICLE 6 DUES DEDUCTION**

**Section 6.1**

Each employee in the bargaining units who is not a member of the Labor Council shall, no later than sixty (60) calendar days from ratification of this Agreement, or sixty (60) days following the beginning of their employment, or at the completion of their probationary period, whichever is later, as a condition of employment, pay to the FOP/OLC a "fair share fee" in a monthly amount set by the Labor Council. The fair share

fee covers the Labor Council's efforts with respect to collective bargaining, labor contract enforcement, and grievance resolution. This obligation does not require any person in the bargaining unit to become a member of the Labor Council nor shall the fair share fee exceed the Labor Council dues covering the same period of time.

**Section 6.2**

Upon joining the Labor Council, the employee shall provide the Employer with a card, which shall be provided to the employee by the Labor Council, that indicates on that card that they want the Employer to deduct monthly dues from their paycheck. The dues or "fair share fee" is deducted from the employee's second paycheck of each month. The obligation of the Employer

to deduct the fee shall cease upon the removal of the bargaining unit member from the Employer's payroll for any reason.

The FOP/OLC shall furnish the County Auditor with a statement as to the current amount of the fair share fee and will notify the Auditor when the fair share fee changes.

**Section 6.3**

Monies collected through the "fair share fee" shall only be expended by the FOP/OLC for the purposes of collective bargaining, labor contract enforcement, and grievance resolution. The FOP/OLC shall establish and operate a rebate procedure by which unit members obligated to pay a "fair share fee" may recover that portion of their fee which is expended for purposes other than collective bargaining, contract enforcement, and grievance resolution. This rebate procedure must provide the unit member with the opportunity to receive an expeditious resolution of his claim and the opportunity to appeal the FOP/OLC's decision to the State Employment Relations Board, and must fully conform to all requirements of federal and state statutory and constitutional law.

**Section 6.4**

The FOP/OLC shall provide a copy of its rebate procedure to the Employer and all bargaining unit members and supply the Employer and all bargaining unit members with copies of any changes in its rebate procedure.

**Section 6.5**

The FOP/OLC shall obtain and make available to all bargaining unit members appropriate State Employment Relations Board forms upon which the unit members may challenge the FOP/OLC rebate procedure.

**Section 6.6**

Any bargaining unit member who, because of bona fide religious beliefs or the teachings of a religious organization with which he is affiliated, objects to paying the "fair share fee". Shall not be required to pay the "fair share fee" due to religious conviction must apply for an exemption to the State Employment Relations Board. The FOP/OLC shall provide forms to apply for this exemption to any interested unit member. The FOP/OLC shall place any "fair share fee" from any unit member applying for a religious exemption in escrow until such time as there has been a final adjudication on the exemption, at which time the "fair share fee" and the escrowed monies shall either be paid to the FOP/OLC or to a mutually agreed on charity pursuant to ORC § 4117.09(C).

**Section 6.7**

The FOP/OLC shall indemnify and save the Employer, its officers and its employees harmless against any and all claims, demands, suits, or other forms of liability arising out of any action taken or not taken by the Employer of its officers or employees for the purposes of complying

with any of the provisions of this Article.

## **ARTICLE 7           MANAGEMENT RIGHTS**

### **Section 7.1**

To the extent provided by law, the Employer retains the exclusive right and authority to administer the business of the Employer in addition to other functions and responsibilities which are required by law, and the full right and responsibility to direct the operations of the department, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include, but are not limited to, the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public Employer, standards of service, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate and hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which government operations are to be conducted;
- E. Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission ordering such employees to cease such activity and return to the normal of the Employer as a unit of government;
- H. Effectively manage the work force; and
- I. Take action to carry out the mission of the public employer as a government unit.

### **Section 7.2**

The FOP recognizes and accepts that all rights and responsibilities of the Employer not otherwise restricted or modified herein and as permitted by law shall remain the exclusive function of the Employer, and that nothing herein shall be construed to restrict the Employer's inherent and exclusive rights with respect to matters of general managerial policy. The Employer may exercise its management rights without prior negotiation with or agreement with the Union.

### **Section 7.3**

Any exercise of those rights which are in violation of the terms of this Agreement are subject to the grievance procedure.

**ARTICLE 8 NO STRIKE-LOCKOUT**

**Section 8.1 Employee Pledge**

All members of the bargaining units pledge that they shall not plan, support or participate in any work slowdown, strike, or any other form of concerted activity which would amount to a withholding of services of their employment from the Sheriff's Office. In the event of a violation of this Article, the FOP/OLC agrees, upon request by the Employer, to issue an immediate written demand to the employees of the Sheriff's Office disclaiming such violation and immediately resume operations of the Office.

Notice of violation of this Article may be given to any union representative or employee representative or officer of the Union. The Union recognizes that employees who violate this section may be subject to disciplinary action.

**Section 8.2 No Lockout**

During the term of this Agreement the Employer shall not lock out any member of the bargaining units.

**ARTICLE 9 NON-DISCRIMINATION**

**Section 9.1 Joint Pledge**

The Sheriff and the Union shall not unlawfully discriminate against any member of the bargaining units on the basis of the member's age, race, color, sex, creed, religion, ancestry, marital status, national origin, handicap, political affiliation or a disability as defined in the Americans with Disabilities Act.

**Section 9.2 Union Pledge**

The Union agrees not to interfere with the desire of any member to become and remain a member of the Labor Council, or to refrain from membership. The Union agrees to fairly represent all members of the bargaining unit subject to the provisions and procedures set forth in Sections 4117.11(B)(6) and 4117.12 of the Ohio Revised Code.

**Section 9.3 Sheriff's Pledge**

The Sheriff agrees not to interfere with, restrain or coerce any member because of or regarding his activities as an officer or other representative of the Union.

**Section 9.4 Gender and Plural References**

Words, whether in the masculine or feminine genders, shall be construed to include both genders. By the use of either gender it is understood that the use is for convenience purposes only and is not to be interpreted as discriminatory. Whenever the context so requires, the use of words in the singular shall be construed to include the plural, and words in the plural, the singular.

**ARTICLE 10 WAIVER IN CASE OF EMERGENCY**

**Section 10.1 Waiver**

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, or the County Sheriff, for such acts of God and civil disorder, the following conditions of this Agreement shall automatically be suspended:

1. Time limits for replies on grievances; and
2. Necessary work rules and/or agreements and practices relating to the assignments of all employees.

**Section 10.2 Grievances**

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

**ARTICLE 11 PERSONNEL INFORMATION FILES**

**Section 11.1 Response to or Removal of Records**

In any case in which a written reprimand, suspension, or dismissal is overturned on appeal or otherwise rendered invalid, all documents relating thereto will be removed from the personnel file of the member. All such records removed as a result of arbitration procedures from the personnel file for the reasons outlined above shall not be considered in future disciplinary action or promotional considerations. All removal of records shall be in accordance with Ohio law. The County shall abide by and follow provisions of O.R.C. §1347 and O.R.C. §149.43.

If, upon examining his personnel file, any bargaining unit member has reason to believe that

there are inaccuracies in documents contained therein, he may write a memorandum to the Employer explaining the alleged inaccuracy. If the Employer concurs with the member's contentions, he shall remove the faulty document from the personnel file. If he does not concur with the contentions of the member, he will attach the member's written memorandum to the document in the file.

**Section 11.2 Personnel Information**

The Employer shall maintain personnel information regarding each employee which shall include (at least) the application and background information, commendations, discipline, payroll, training, and other information regarding the employee. Every employee will be allowed, in the presence of a management representative, to review the contents of his personnel information files, at any mutually agreed to reasonable time. Any employee wishing to review his personnel information files will make a written request to the Sheriff, or his designee, who will then permit the employee and/or his authorized representative, to review the personnel information files. The employee shall be notified as soon as practical of any outside request for release of information contained in their file and the Employer will release only that information which is required by law to release.

**Section 11.3 Duration of Discipline Records**

Records of written warnings and written reprimands shall cease to have force and effect to be considered in future discipline matters one (1) year after their effective date, providing there are no intervening disciplinary actions taken during that time period. All actions of record, including written reprimands or suspensions, may be maintained in each members' personnel file throughout his period of employment.

Records of suspension, reduction in pay or reduction in rank shall cease to have force and effect to be considered in future disciplinary matters for establishing the level of penalty of subsequent discipline, two (2) years after their effective date, providing there are no intervening disciplinary actions taken during that time period.

**ARTICLE 12 LABOR MANAGEMENT MEETINGS**

**Section 12.1 Meetings**

In the interest of sound Labor/Management relations, the FOP/OLC and the Employer will meet at agreeable dates and times for the purpose of discussing those matters outlined below. No more than one (1) employee representatives of each Bargaining Unit, two (2) representatives of the Employer and one (1) non-employee representative of the FOP/OLC shall be permitted to attend such meetings. It is not the intent of the parties that the labor-management committee meetings be used to bypass the normal chain of command. Local FOP/OLC employee representatives attending Labor/Management meetings shall not suffer a loss in pay for straight time hours spent in such meetings, if held during the employee's regular scheduled hours of work.

**Section 12.2            Issues/Agenda**

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

1. Discuss the administration of this Agreement;
2. Notify the FOP/OLC of the changes made by the Employer which may affect Bargaining Unit members;
3. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
4. Disseminate general information of interest to the parties;
5. Give the FOP/OLC representative the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;
6. Discuss ways to improve efficiency and work performance; and/or
7. Consider and discuss health and safety matters.

**Section 12.3            Matters Not Within Agreement, Management Rights**

Matters involving interpretation of the contract shall not be subject to labor-management committee. Nothing herein shall be interpreted or construed to waive or preempt management rights set forth under Article 7 herein. Decisions of the labor-management committee shall not be subject to the grievance procedure unless such decisions violate a section of this Agreement.

**ARTICLE 13            GRIEVANCE PROCEDURE**

**Section 13.1            Purpose**

The parties agree that the grievance procedure is specifically designed to deal with all alleged violations of this existing contract. All matters arising out of this contract must first be processed through the grievance procedure.

**Section 13.2            Defined**

A Grievance is a timely written complaint by an employee that the Employer has violated an express provision of this contract. The time limits herein are jurisdictional and are to be strictly construed.

**Section 13.3            Working Day**

A working day means Monday through Friday, excluding Saturday, Sunday and recognized holidays.

**Section 13.4            Grievance Procedure**

The grievance procedure shall begin at the following steps, unless modified by mutual consent of the parties.

**Step 1            Informal Step**

The aggrieved employee shall, within five (5) working days after the matter complained of has actually occurred, first attempt to orally settle the matter by meeting with his immediate supervisor. If no settlement is reached at that time the employee proceeds to Step 2.

**Step 2            Immediate Supervisor**

The employee must reduce the grievance to writing within five (5) working days after the employee has received the immediate supervisor's decision at Step 1. The FOP/OLC is to provide its members with all grievance forms. All written grievances in order to be effective for considerations by; the Employer, shall contain the following: (1) a statement by the employee that the oral meeting with the immediate supervisor at Step 1 failed, (2) the nature of the grievance, (3) the specific contract provision alleged to be violated, (4) a description of the act complained of identifying any parties involved and the time and manner which the alleged act occurred, (5) the remedy sought, (6) the signature of the grievant.

Any omission of one of the above elements may be cause the Employer to dismiss the grievance. The grievant shall then submit, within the same five working day period from the immediate supervisor's response at Step 1 a properly completed grievance form to the immediate supervisor. The immediate supervisor then has two (2) working days from the time the grievance is actually properly received from the grievant to decide the outcome of the grievance. If the immediate supervisor denies the grievance or fails to timely respond, the grievant proceeds to Step 3 by submitting the denied grievance to the Sheriff within twenty-four (24) hours after receiving the immediate supervisor's decision, or after the two (2) working day period expires.

**Step 3            Sheriff**

The Sheriff or his designee shall submit a written decision to grievant within three (3) working days from the time the grievance is actually properly received by the Sheriff. If the Sheriff denies the grievance or fails to timely respond, the employee may then proceed to binding arbitration at Step 4.

**Step 4 Binding Arbitration**

**A.            Intent**

Binding arbitration is intended to provide an employee the right to have his grievance decided by a disinterested third party. It is not to be used by the FOP/OLC as a method to continue negotiations to gain contract concessions not obtained during bargaining. It is not a procedure to harass the Employer with continuous meritless claims.

**B. Jurisdiction of the Arbitrator**

The arbitrator's jurisdiction is strictly within the four corners of this contract. His authority must be derived from the essence of this provisions within this contract. The arbitrator cannot add, amend, alter, or modify in whole or part any provision of this contract. His analysis is to determine the parties' intent in making the terms of this agreement. No law or outside sources other than the facts are to be used or extrapolated to interpret a grievance arising under this contract unless the contract provision in question expressly incorporates those references.

**C. Procedure**

An employee must request grievance arbitration within fourteen (14) days after receiving the Sheriff's decision at Step 3. This is done by notifying the Federal Mediation and Conciliation Service (FMCS) that arbitration is being requested. A copy of this request must be mailed to the Employer within the fourteen (14) day period. If the Employer does not receive the copy of the Union's request within the fourteen (14) day period, the Sheriff's decision at Step 3 is final.

The FMCS shall provide the parties a list of suggested arbitrators. The parties will then alternatively strike the names of the arbitrators until one name remains to be selected. That person shall be the arbitrator. The party who makes the first strike is determined by a coin toss. The decision, of the arbitrator made within the arbitrator's jurisdiction is final. The arbitrator's fee is split equally by the parties.

**Section 13.5 Attendance at Grievance Meetings**

A recognized employee representative may attend with the grievant at any Step in the grievance process without loss of pay. No employee representative will be paid for any off-duty time attendance at any of the Step meetings.

**ARTICLE 14 DISCIPLINE**

**Section 14.1 Just Cause Needed**

The Employer will not discipline a employee without just cause.

**Section 14.2**

Administering discipline is a management right. Management's decision to administer a certain level of discipline for a given offense is not to be relied on by employees as a binding practice applied to every similar circumstance. Management reserves the right to publish reasonable work rules regarding prohibited conduct.

**Section 14.3**

Any form of discipline for any matter will be considered for determining a greater level of discipline for any subsequent offenses.

**Section 14.4**

There is no oral discipline. Employees shall not rely on any oral warnings as a first step in the discipline process. Current oral warnings shall be removed from the employees' files.

**Section 14.5            Progressive Discipline**

The Employer will administer a system of discipline based on its assessment and similarity of circumstances. Higher levels of discipline other than warnings and reprimands may be issued instead of a warning. Normally, discipline shall be progressive.

1.     A Warning is a written statement to an employee that certain behavior or job performance is unacceptable or unsatisfactory and if continued would subject him to further discipline.
2.     A Reprimand is a written statement to an employee outlining his unacceptable or unsatisfactory behavior or job performance.
3.     A Suspension is a written statement to an employee outlining his unacceptable or unsatisfactory behavior or job performance and ordering him to suspend his work performance for a specified number of work days without pay.

Short Suspension – three (3) days or less

Long Suspension – over three (3) days

4.     A Discharge is a written notification to an employee outlining his unacceptable or unsatisfactory behavior or job performance and terminating the existing employment relationship. A discharged employee is expected to fulfill all of his employment obligations up to the exact time the discharge is effective.
5.     The Employer has the right to give more than one warning or reprimand in lieu of suspension or a higher level of discipline.

**Section 14.6            Pre-Disciplinary Meeting**

Before the Employer issues a suspension or discharge, the employee will receive a written statement of the proposed charges. The employee is to be given a personal opportunity to informally present his statement about the facts and circumstances of the proposed discipline. The Employer is to notify the employee and the FOP/OLC representative of the time, date, and place where the hearing is to occur. Hearings shall be scheduled to allow adequate

representation. The employee is entitled to union representation, at the hearing an employee representative may attend this meeting without loss of pay. An employee representative will not be paid if he is attending on off-duty time. The employee will have waived his opportunity for a hearing if he fails to attend, the scheduled hearing. Hearings may be tape recorded by either party.

**Section 14.7**

All discipline will be conducted in a private manner.

**Section 14.8            Appeal of Discipline**

Written warnings and written reprimands may only be appealed through Step 2 of the grievance procedure. All time off or pay loss disciplinary actions may be appealed to arbitration beginning at Step 2 of the grievance procedure. All discipline must be appealed within seven (7) calendar days after the employee and/or his Union representative are served with an order of discipline.

**ARTICLE 15            INVESTIGATION**

**Section 15.1            Criminal Investigations**

A bargaining unit member who is to be questioned as a suspect in any investigation where criminal charges may result, shall be advised of his constitutional rights in accordance with the law. Any employee under indictment or arrested for a crime, who is not disciplined or discharged by the Employer, may be placed on a leave of absence without pay until resolution of the trial court proceedings. An employee may use accrued vacation or holiday time during the leave. An employee found guilty by the trial court may be summarily discharged, notwithstanding any appeal the employee may take of the conviction. During the period an employee's criminal investigation or trial is pending, the Employer may take disciplinary action against the employee which action shall be subject to appeal by the employee pursuant to the provisions of this Agreement. An employee found not guilty may still be subject to discipline.

**Section 15.2            Internal Investigations**

Bargaining unit members required to respond to questions during internal investigations shall, when applicable, be informed of their constitutional rights and/or Garrity rights. Before a bargaining unit member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he shall be advised that such conduct, if continued, may be the basis for such a charge. All members shall be obligated to cooperate in any investigation conducted by the Sheriff's Office.

At any time a formal investigation concerning a bargaining unit member occurs wherein disciplinary action of record (reprimand of record, suspension, reduction, or removal) will or may result, the member will be notified when he is first questioned, that such result is possible.

When a bargaining unit member suspected of a violation is being interviewed, such interview shall be recorded at the request of either party by the requesting party. If recordings are made the other party shall be provided a copy.

Nothing herein shall be construed as restricting members of the bargaining unit from reporting violations of Departmental rules or policy committed by other members of the bargaining unit.

**Section 15.3            Conduct of Investigation**

Any investigations, interviews, and disciplinary procedure shall be conducted in a professional manner by all parties. Discipline and/or corrective action shall be conducted in a private manner. Investigations shall be started within forty-eight (48) hours of the Sheriff's knowledge of the alleged incident. Investigations are to be conducted within sixty (60) days. An investigation not completed with-in 60 days by the Employer will require the employee to be notified every 30 days as to the status of the investigation. Investigations will be concluded with-in six (6) months.

**Section 15.4            Union Representation**

The employee shall have, at his request, the presence of a Union representative, including stewards or officers of the total union, any time during a disciplinary action, disciplinary investigation, or disciplinary interview of an employee. If the Union representative is not available immediately, the Employer and the Union representative shall agree to a time convenient for both parties. Such request may not unreasonably delay an investigation. An employee representative present at these investigations or interviews may attend without loss of pay. An employee representative will not be paid if he is attending on off-duty time.

**Section 15.5            Anonymous Complaints**

An anonymous complaint shall not be, in and of itself, the basis for any action against an employee. The Sheriff's Office may, however, investigate the complaint and, if corroborated, it may become the accusing party and pursue discipline under the terms of this Agreement.

**Section 15.6            Appeals**

If any of the procedures of this Article are violated, such violations shall be subject to the grievance procedure.

**ARTICLE 16            WORK RULES – GENERAL ORDERS**

**Section 16.1**

The Employer shall provide the FOP/OLC a copy of all written work rules and general orders within ninety (90) days following the execution of this Agreement. The Employer agrees that all work rules and general orders shall be applied uniformly within the group of employees to whom such work rules/general orders are directed .

**Section 16.2.**

Any additions or amendments to the work rules or general orders shall be reduced to writing, posted on the office's bulletin boards and signed by all employees to acknowledge awareness of the addition or amendment within five (5) working days of the posting. An employee on leave of absence, sick leave or vacation shall be required to sign the acknowledgement within three (3) working days upon return to work. This section does not limit the right of the Employer to implement a work rule prior to the conclusion of the acknowledgement period.

**ARTICLE 17 SENIORITY**

**Section 17.1 Definition**

"Employer Seniority" shall be defined as the continuous uninterrupted length of service or employment as a full-time employee with the Noble County Sheriff's Office since the member's last date of hire.

"Classification Seniority" shall be defined as the continuous uninterrupted service or employment as a full-time employee in a classification covered by this Agreement from the date of last appointment to that classification. Service as part-time employee shall not be credited as seniority. Employees shall not accrue seniority while on unpaid leaves of absence.

**The following conditions shall not constitute a break in continuous service:**

- Absence while on approved leave of absence;
- Absence while on approved sick leave;
- Military leave; and;
- A layoff of one (1) year duration or less.

**The following conditions constitute a break in continuous service for which seniority is lost:**

- Discharge or removal for just cause;
- Retirement;
- Layoff for more than one (1) year;
- Failure to return to work within ten (10) calendar days of a recall from layoff;
- Failure to return to work at the expiration for approved leave of absence; and;
- A resignation.
- The amount of suspension time.

**Section 17.2 Seniority List**

The Employer shall annually prepare an "Employer" seniority list and "classification" seniority list setting forth the present seniority dates for all members in the bargaining unit, such list becoming effective on or after the date of execution of this Agreement. (The criteria for determining the employee with more seniority among two (2) or more employees hired on the same date shall be a coin toss between the employees, or a drawing of lots). This list shall resolve all questions of seniority affecting employees covered under this Agreement. Disputes as to seniority listing shall be resolved through labor-management and must be presented by the Union or the employee within ten (10) calendar days after the seniority list is posted.

If such disputes are not resolved through labor-management meetings the Union may file a grievance. Such grievance must be filed within thirty (30) calendar days after the seniority list is posted.

**ARTICLE 18            POSTING OF VACANCIES**

**Section 18.1            Posting**

When the Employer determines to fill a vacant position in the bargaining units the Employer shall post a notice on the bulletin board for five (5) calendar days prior to filling the position. The Employer shall take into consideration seniority, qualifications and work record when filling a position.

**Section 18.2            Positions Outside the Bargaining Unit**

In the event that the Sheriff decides to fill a position outside the bargaining units and an employee expresses a desire, the Sheriff will consider employee-applicants. It is understood that the Sheriff maintains his discretion to select candidates for positions.

**ARTICLE 19            LAYOFF AND RECALL**

**Section 19.1            Layoff Notification**

The provisions of Revised Code section 124.321 through 124.328 shall not apply for reasons for layoff by the Employer. The Employer may lay off employees for lack of funds or work, or abolishment of positions. The Employer shall notify the Union and affected employees no less than thirty (30) calendar days in advance of the effective date of the layoff or job abolishment. The Union agrees to meet with the Employer to discuss layoffs. Either the Union or the Employer may request a meeting to discuss the layoffs.

**Section 19.2            Layoff**

The Employer shall determine in which classifications layoffs will occur. Employees shall be laid off in the inverse order of Employer seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. Employer

Seniority shall be as set forth in Article 16.

**Section 19.3 Displacement**

Employees may displace others with-in their classification if they have more Employer Seniority. Employees with greater Employer Seniority may also displace into another classification providing they have the ability, qualifications and possess the necessary training to perform those duties. Displacing employees will have a reasonable amount of time to obtain necessary training for the classification into which the employee has displaced. It is understood that employees may not displace into a Deputy Sheriff position if they do not currently hold OPOTA certification for that position. Employees will bear the cost of the training; however the Employer agrees to make ever reasonable accommodation to the work schedule for the purpose of permitting the employee to attend the necessary training.

**Section 19.4 Recall Notification**

The Employer shall provide written notice of recall to the affected employees to the employee's last known address. It shall be the responsibility of each employee to keep

the Sheriff's Office informed of his current residence or mailing address. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Laid off employees shall notify the Employer of any temporary absence from their regular address. The Employer agrees that an employee's recall rights shall continue until said employee is contacted, until fourteen (14) days have lapsed from contact, or the employee has been contacted and the employee does not respond.

**Section 19.5 Time Limits for Recall**

The laid off employee shall have fourteen (14) calendar days after mailing or dispatching of said notification in which to exercise his rights to recall. After the expiration of his time, the next employee in line on the recall roster shall be notified in accordance with the above paragraph and be given his right to recall.

The employee who has been properly notified by the Employer Sheriff must report to work within seven (7) days from the date of receipt of the notification or from the expiration of the fourteen (14) day notification period, unless a longer period is provided by the Sheriff. Employees who fail to report for work as specified above shall forfeit their recall rights and the next employee in line on the eligibility roster shall be notified. Laid off employees shall have recall rights for twelve (12) months from the effective date of layoff.

**Section 19.6 Probationary Period**

Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at lay-off shall be required to repeat such probationary period.

**Section 19.7            Appeal**

Any appeal regarding a layoff, reasons for a layoff, or displacements shall only be through the grievance and arbitration procedure of this Agreement beginning at Step Two.

**ARTICLE 20            EQUIPMENT AND WORKING CONDITIONS**

**Section 20.1           Safety Policy**

The Employer agrees to maintain in safe working conditions all facilities, vehicles and equipment furnished by the Employer to carry out the duties of each bargaining unit position. The FOP/OLC agrees to work cooperatively in maintaining safety in the Noble County Sheriff's Office.

**Section 20.2           Safe Equipment**

The Employer agrees to discuss safety conditions and practices with the employees and the FOP/OLC. Employees are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for facilities, vehicles, supplies, and equipment provided by the Employer.

**Section 20.3           Vehicle Assignment**

The current policy of assigning vehicles will be maintained.

**Section 20.4           Firing Range**

Employees required to carry a firearm shall qualify as required by OPOTA standards as a minimum. The dates for qualification shall be set by the Sheriff. Each officer shall qualify with the weapons to be carried on duty and off duty.

**Section 20.5           Range Costs**

The Employer shall assume the cost of range expenses for regular Deputy Sheriffs covered by this agreement for qualifying with their on duty weapon and shotgun.

**Section 20.6           Lunch Periods**

Each employee of the bargaining unit shall be granted a one-half (1/2) hour meal period during each regular work shift as scheduled by their immediate supervisor. Those employees required to remain on duty and on call during their meal period, shall have the meal period considered as part of their standard work day schedule.

Deputies while on patrol assignment shall avoid as much as practical unnecessary or unreasonable travel for the purpose of obtaining their meals. Employees confined inside shall be provided facilities to heat or keep their meals cold.

**Section 20.7            Assignments**

The Employer may temporally re-assign employees for a period not to exceed one (1) year. The basis for such re-assignment will be for operational needs and shall not be done in an arbitrary or capricious manner.

**ARTICLE 21            HOURS OF WORK AND OVERTIME**

**Section 21.1            Purpose**

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 work day or work week for the purpose of promoting efficiency, improving services, or from establishing the work schedules of employees.

**Section 21.2            Work Day/Week**

A work day shall consist of eight (8) consecutive work hours during a scheduled work shift. Except to accommodate change of shifts or days off, a work week shall normally consist of five (5) work days followed by two (2) consecutive days off. The work period will be seven (7) calendar day period. The official work week begins each Sunday of each calendar week at 12:01 a.m., and ends the following Saturday of that calendar week at 12:00 midnight.

**Section 21.3            Overtime**

When an employee is required to work in excess of the work day or work period defined in Section 21.2 above, he shall be paid overtime after forty (40) hours actually worked in one week at one and one-half (1 ½) times his regular hourly rate of pay. Employees are not to submit for overtime less than fifteen (15) minutes with-in an hour. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

For the purpose of computing overtime, paid sick leave, compensatory time, holidays, vacation and longevity time shall be considered as time worked.

Payment for overtime may be in the form of compensatory time off. Employees must indicate, in writing when the overtime is approved and reported, their choice for compensatory time. Compensatory time may be accumulated to a maximum of eighty (80) hours.

**Section 21.4 Guarantee**

The Sheriff agrees to not reschedule employees after the start of the employee’s work week for the sole purpose of the avoidance of the accumulation of overtime for that employee

**Section 21.5 Court Time**

Employees shall be paid at the appropriate hourly rate of pay for required job-related court appearances. For each such appearance while off-duty, employees shall be paid a minimum of two (2) hours pay at the appropriate hourly rate. To be eligible for court time the hours shall not be hours contiguous to hours worked by the employee.

**Section 21.6 Call-In**

“Call-In” occurs when a supervisor specifically requests an employee leave his home and return to work after the employee has left work upon completion of the regular day’s work, but before he is scheduled to return to work. Call-in pay shall not be available for those hours contiguous to the scheduled hours of the employee. When an employee is called in he shall be paid at the appropriate hourly rate for time worked but no less than two (2) hours for such “call-in”.

**Section 21.7 Performance of Sheriff’s Work**

An employee of the Noble County Sheriff shall perform only job duties of a deputy sheriff or other duties assigned by the Noble County Sheriff and shall perform job duties only for the Noble County Sheriff’s Office while he is employed by the Noble County Sheriff.

No person shall perform any job duties in the Noble County Sheriff’s Office unless he is employed by the Noble County Sheriff.

This section does not prohibit an employee from working outside the Noble County Sheriff’s Office as long as that employment does not interfere in any way, nor compete with his duties for the Noble County Sheriff.

**ARTICLE 22 VACATION LEAVE**

**Section 22.1 Accrual Schedule**

Employees shall earn vacation leave according to their total number of years of service with the Employer as follows:

<b><u>Completed</u> Years of Service</b>	<b>Vacation Hours Accrued-Total</b>	<b>Vacation Hours Accrued-Per Pay Period</b>
1-7	80	3.1

8-14	120	4.6
15-24	160	6.2
25+	200	7.7

**Section 22.2            Accrual/Pay Status**

The vacation leave accrual will increase after the completion of the seventh (7<sup>th</sup>), fourteenth (14<sup>th</sup>), and twenty-fourth (24<sup>th</sup>) years according to the formulas set forth above. Vacation leave accrues while an employee is in an active pay status. Accrual shall be by pay period according to the formula set forth in section 21.1. No vacation is earned while an employee is in no pay status. Prorated vacation credit is given for any part of a pay period. An employee with less than one (1) year of service is not entitled to vacation credit, but is credited with eighty (80) hours on his first year anniversary of employment.

**Section 22.3            Requests for Vacation Leave**

The employee shall submit a request for vacation. Approved requests shall be honored. Vacation shall not be involuntarily scheduled.

**Section 22.4            Accumulation of Vacation Leave**

Vacation leave may be accrued up to three (3) times the employee's annual accumulation rate.

**Section 22.5            Carryover**

An employee may submit a written request to carry over more vacation time than allowed under section 21.4. If such request is denied the employee may submit the vacation time to the Sheriff for compensation. Proof is required of the employee that attempts to use said vacation which was denied by the Employer.

**ARTICLE 23            SICK LEAVE**

**Section 23.1            Use of Sick Leave**

Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure of the employee to a contagious disease communicable to other employees; 3) serious illness, injury or death in the employee's immediate family where the employee's presence is reasonably necessary; and/or 4) reasonable doctor and dentist appointments for employee when such examinations cannot be scheduled during the employee's non-work hours, and, for immediately family members when the employee's presence is reasonably necessary.

**Section 23.2 Sick Leave Accumulation**

All employees shall earn sick leave at the rate of four and six tenths (4.6) hours for each completed eighty (80) hours pay period to a maximum of 4.6 hours per pay period. Employees may accumulate sick leave to an unlimited amount.

Employees may only accumulate sick leave while employed with the Noble County Sheriff's Office except that the Sheriff, in his sole discretion, may allow a new employee to transfer a portion of sick leave accumulated with a prior public employer in Ohio.

**Section 23.3 Notification**

An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent.

**Section 23.4 Approval of Sick Leave**

The sick leave must be documented on a sick leave form within 48 hours after use and must be approved by the Sheriff or his designee. Signature of the employee's shift supervisor must be on the form.

**Section 23.5 Proof of Sick Leave**

Before an absence may be charged against accumulated sick leave, the Sheriff or his designee may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Sheriff and paid by the Employer. In any event, if an employee is absent for three (3) consecutive days the Employer may require an employee to supply a physician's report to be eligible for paid sick leave.

**Section 23.6 Denial of Sick Leave Use**

In the event that upon such proof as is submitted or when the Sheriff finds there is not satisfactory evidence of illness, injury, or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

**Section 23.7 Abuse of Sick Leave**

Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

**Section 23.8 Return to Duty after Use of Sick Leave**

The Sheriff or his designee may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is able to perform the material and substantial duties of his position and that his return to duty will not jeopardize the health and safety of other employees.

**Section 23.9 Immediate Family**

The use of sick leave due to illness or injury in the immediate family, shall be where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member. "Immediate family" shall be defined to include the employee's spouse, children, step-children, parents, or other person the employee is responsible for the primary care.

**Section 23.10 Bereavement Leave**

Bargaining unit employees shall be entitled up to five (5) days funeral/bereavement Leave to attend the funeral of any of the following related individuals: husband, wife, child(ren), mother, father, brother, and sister.

Bargaining unit employees shall be entitled up to three (3) days funeral/bereavement leave to attend the funeral of the following related individuals: grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandchild(ren), grandparents-in-law, legal guardian or other person who stands in place of a parent.

Bargaining unit members shall be entitled to one (1) day of funeral/bereavement leave for the death of his aunt or uncle, daughter-in-law or son-in-law.

The funeral\bereavement leave shall be from a deduction from sick leave. Additional leave to attend to family matters may be requested from vacation or holiday leave or compensatory time.

**Section 23.11 Sick Leave Conversion Upon Retirement**

Upon retirement under the Public Employees Retirement System employees may convert one-half of their accumulated sick leave to a maximum amount of conversion of 700 hours at the employee's rate of pay at the time of retirement. Additionally, to be eligible for sick leave conversion at retirement the employee must have worked for the Sheriff's Office at least ten (10) years immediately prior to retirement. The ten (10) years of service must be immediately prior to retirement with no break in service. Upon conversion of sick leave all hours of accumulated sick leave will be deemed waived. No employee may have more than one conversion from the County.

**Section 23.12 Application for Sick Leave Conversions at Retirement**

The application for the sick leave conversion payment must be made in writing, signed by the employee at his or her time of retirement. The conversion will be distributed to the employee not later than 30 days after the employee's retirement date. Payment shall be based on the employee's hourly rate of pay at the time of retirement.

**Section 23.13 Limits of Conversion**

An employee is only entitled to one conversion of sick leave as an employee of the County.

**ARTICLE 24            HOLIDAYS**

**Section 24.1            List of Holidays**

Full-time employees shall receive eight (8) hours holiday pay as defined below for the following holidays, which shall be observed on the day indicated:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25th

**Section 24.2            Holiday Pay**

For each holiday listed above, employees who are on active pay status shall receive 8 hours of holiday pay. Active pay status includes hours actually worked, sick leave, compensatory time and vacation leave.

**Section 24.3            Holiday Pay When Working a Holiday**

Employees who are scheduled to work on a listed holiday and work shall receive time and one-half for all hours worked on that holiday.

**Section 24.4            Payment for Holidays**

The employee shall be compensated for the above holidays in a lump sum payment on the payday immediately before Thanksgiving Day. That lump sum payment will include holidays occurring only before that day.

**ARTICLE 25            UNIFORMS AND EQUIPMENT**

**Section 25.1            New Employees**

The Employer shall provide uniforms to newly hired employees subject to the Department rules and regulations. New employees who sever employment during their probationary period shall return all uniform parts purchased.

**Section 25.2 Maintenance of Uniforms**

It shall be the responsibility of the employee to maintain all uniform items and be in proper uniform at all times when on duty or as otherwise required by the Sheriff. The Employer agrees to replace uniform parts damaged in the line of duty at no cost to the employee if the damage was not due to employee negligence. Uniforms shall be worn and maintained according to the standards established by the Sheriff and according to the Department rules and regulations.

**Section 25.3 Replacement of Uniforms**

The Sheriff will replace, at no cost to the employee, articles of clothing, including leather and brass, in an employee's uniform when he determines such replacement is necessary. The Sheriff may require the employee to turn in whatever articles of clothing are replaced.

**Section 25.4 Schedule of Uniform Items**

Uniform items shall be issued in accordance to the standards set by the Sheriff and the BSSA . Boots will be issued and replaced as needed for members who perform patrol duties .

**Section 25.5 Uniform Allowance**

Employees whose job duties require them to work in plain clothes will be given one hundred fifty dollars (\$150.00) per year to maintain and replace their work clothes upon submission of receipts to the Employer.

**ARTICLE 26 TRAINING**

**Section 26.1 Training**

The Employer agrees to supply training, equipment and materials for such training as is required by the Sheriff as a condition of employment. The Sheriff may provide employees the opportunity to further their job performance by education and training at an accredited school dealing with their job responsibilities.

Whenever employees are required to attend work-related training sessions, they shall be given time off from work with pay to attend such programs, including any FLSA allowable travel time needed. Any reasonable costs incurred in such training shall be paid by the Employer, provided they have been approved in advance. The Employer and the FOP/OLC agree that the training and development of employees within the bargaining unit is a matter of importance. Consequently, the Employer will, as funds permit, make available to all employees the training he deems necessary for the performance of employee's duties.

**ARTICLE 27            PROBATIONARY PERIOD**

**Section 27.1            Requirement To Serve Probationary Period**

Every newly hired employee or employee appointed to a position in the bargaining units covered by this Agreement shall be required to successfully complete a probationary period. This probationary period requirement shall apply to all individuals hired or employed as a full-time employees regardless of prior service with the Sheriff's Office and regardless of time spent as a part-time employee.

**Section 27.2            Length of Probationary Period**

The probationary period shall begin on the first day as a full-time employee for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year. A probationary employee who has lost work time due to illness or injury for more than ten (10) work days shall have his probation period extended by the length of the illness or injury.

**Section 27.3            Appeals by Probationary Period Employees**

A new hire probationary employee may be terminated any time during his probationary period and shall have no right to appeal of the termination under the grievance procedure of this Agreement or to any other forum. In all non-disciplinary matters the probationary employees is entitled to union representation including the grievance procedure.

**ARTICLE 28            MEDICAL EXAMINATIONS**

**Section 28.1            Examinations - General**

Examination of employees to determine their ability to perform the material and substantial duties of their position and assignment may be required of employees. Examinations shall be required for employees when ordered by the Sheriff or the designee. Examinations may be either periodic or as the Employer or designee require.

**Section 28.2            Health and Safety**

Examinations are intended to guard the health and safety of employees and will be ordered only when necessary, as a precautionary measure, periodically to ensure the health of employees or when, in individual situations, the Employer has reasonable concern for an employee's ability to perform the material and substantial duties of his position.

**Section 28.3            Examinations**

The Employer may require an employee to take an examination, conducted by a licensed practitioner, to determine the employee's physical or mental capability to perform the material and substantial duties of the employee's classification. If found not qualified, the employee may request available sick leave or vacation or medical leave without pay with the right to return. The cost of such examination shall be paid by the County. If the employee disagrees with said determination he may be examined by a physician of his choice at his expense. If the two (2) reports conflict a third opinion shall be rendered by a neutral physician chosen by the first two (2) physicians whose decision shall not be appealable to the grievance procedure. The neutral physician's cost shall be borne by the Employer.

**Section 28.4            Inability to Perform**

If an employee, after a medical examination, is found to be unable to perform the material and substantial duties of his position, then the employee may utilize accumulated unused sick leave or other leave benefits (including but not limited to worker's compensation, if eligible). If an employee applies for disability retirement benefits, the Employer will support that application. However, this provision may not be considered an admission or agreement for workers' compensation benefits.

**Section 28.5            Return**

Employees requesting return from disability separation must submit documentation of their ability to perform the material and substantial duties of their classification. The Employer may require an examination prior to return to work.

**Section 28.6            Requirements**

Refusal of an employee to submit to an examination will be considered as insubordination and shall be grounds for discipline which may include dismissal.

**Section 28.7            Cost of Examinations**

Any costs for examination required by the Employer shall be paid by the Employer. Employees shall have the right to submit examination reports to the Employer which would respond to the questions of an employee's ability to perform the material and substantial duties of his position.

**ARTICLE 29            HEALTH INSURANCE**

**Section 29.1            Medical Insurance**

The Employer shall continue the group medical insurance coverage for each employee that is in effect at this time. It is agreed and understood that the schedule of benefits for employees shall be as set forth in the health plan offered by the County, including all conditions and payments specified or required by individual carriers/providers of the health insurance plan. This coverage includes the life insurance coverage at \$25,000.00, with accidental death or dismemberment coverage.

It is further agreed and understood that during the term of this Agreement, individual carriers/providers may, through no fault of the County, Union, or employees, cease coverage.

**Section 29.2            Premiums**

For the period of this Agreement the Employee contribution shall be no more than twenty percent (20%) of the total premium cost for the 80/20 Plan. It is agreed and understood that Sheriff's Office employees shall not pay an amount higher than that which is paid by any other person or persons employed by Noble County.

**Section 29.3            Eligibility**

Employees shall be eligible for health insurance coverage after completion of the waiting period established by the health insurance plan.

**ARTICLE 30            LEAVES OF ABSENCE/MILITARY LEAVE**

**Section 30.1            Leaves of Absence**

The Employer, at its discretion, may grant a leave of absence without pay to any employee for a maximum duration of three (3) months for any personal reasons of the employee. Such a leave may be renewed or extended beyond three (3) months at the sole discretion of the Sheriff.

The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted. Denial of leaves shall not be appealable to the grievance procedure. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer sixty (60) days prior to commencement of the desired leave so that the various agency functions may proceed properly.

If a leave of absence is granted for a specific purpose and it is discovered that the leave is not being used for such purpose, the Employer may cancel the leave and direct the employee to report to work.

**Section 30.2            Injury Leave**

Each new injury will be allowed with pay if a bargaining unit member is injured while working in their respective capacity for the Employer for the number of days that a medical professional states that the employee needs to be off from work. Injury leave days do not accumulate year after year. The employee must make a written request for injury leave. The employee shall notify his immediate supervisor as soon as practicable after an on-duty injury occurs. The Sheriff may require medical verification of the injury and inability to work. The employee agrees to pay the Employer any pay received from workers' compensation for the period of paid injury leave.

**Section 30.3 Military Leave**

An employee who, as a member of the Ohio National Guard, the Ohio Defense Corporation, the Ohio naval Militia, or as a reserve member of the Armed Forces of the United States, is called upon to receive military training or who is called to active duty, shall be entitled to a leave of absence with pay for a period or periods not to exceed twenty-two (22) eight (8) hour work days or one hundred seventy six (176) hours in any one (1) calendar year. An employee qualifying for paid military leave who is called or ordered to the uniformed services for longer than the above period shall be paid for the remaining time beyond the first twenty-two (22) eight (8) hour work days or one hundred seventy six (176) hours at his or her regular compensation rate less whatever compensation the employee may receive for such military service. If the employee's military compensation exceeds the compensation the employee is otherwise entitled to from the Employer, the employee will not be entitled to any additional compensation from the Employer.

Employees who are members of those components listed in this section will be granted emergency leave for mob, riot, flood, civil defense or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized military leave for the year. The leave will cover the official period of the emergency.

**Section 30.4 Family and Medical Leave**

The Employer agrees to comply with the Family and Medical Leave Act of 1993 in regard to all employees.

**ARTICLE 31 POLITICAL ACTIVITY**

**Section 31.1**

Employees are expected to exercise their legal rights as citizens to vote, except that they will not engage in political activity affecting their status as a Sheriff's employee. Employees will not engage in political activity to such an extent that it would become attributable to the Sheriff or the department. Political activity protected by Section 4117 of the Ohio Public Bargaining Law is not prohibited by this Article.

**ARTICLE 32 RESIDENCY**

As a condition of employment, all employees under this agreement must be and must remain legal residents of Noble County or any county that is contiguous to Noble County.

**ARTICLE 33            OUTSIDE EMPLOYMENT**

**Section 33.1**

To assure the employer a loyal, efficient, and capable work force, the employees agree that their job with the employer will take precedence over any other job they might have and that no other job may be held which interfered with the employee's normal level of performance of their duty.

**ARTICLE 34            ACCEPTANCE OF GIFTS OR FAVORS**

**Section 34.1**

No employee shall accept directly or indirectly any gift, favor or other special treatment for the purpose of, or as a result of, performing his duty. Failure to abide by this prohibition will result in discipline, including discharge.

**ARTICLE 35            TRADING SHIFTS OR ASSIGNMENTS**

**Section 35.1**

No employee shall trade shift or assignment with another employee without the expressed consent of the employer.

**ARTICLE 36            WAGES**

**Section 36.1            Wage Scale**

The following is the per hour wage scale for full-time employees of the bargaining units effective April 1, 2014.

	<b>LEVEL 1    ENTRY (Probation Period)</b>	<b>LEVEL 2 (After Probation)</b>
Deputy		
2013	14.74	18.45
2014	15.24	18.95

NOBLE S.O. CBA 2014-2017

Road Corporal

2014	19.20	19.20
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Road Sergeant

2013	18.70	18.70
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2014	19.70	19.70
------	-------	-------

Corrections Officer

2013	9.59	11.87
------	------	-------

2014	10.09	12.37
------	-------	-------

Corrections Corporal

2014	12.62	12.62
------	-------	-------

Corrections Sergeant

2011	12.12	12.12
------	-------	-------

2012	13.12	13.12
------	-------	-------

Corrections Lieutenant

2013	14.77	14.77
------	-------	-------

2014	15.77	15.77
------	-------	-------

Dispatcher

2013	9.59	11.87
------	------	-------

2014	10.09	12.37
------	-------	-------

Dispatcher/Clerk

2013	15.82	15.82
2014	16.82	16.82

Dispatcher/TAC

2013	12.87	13.37
2014	13.87	14.37

Maintenance

2011	11.37	12.37
2012	12.37	13.37

The Sheriff may start an experienced employee at Level 2.

**Section 36.2 Longevity**

Employees shall be eligible to earn paid time off for their length of service time with the Noble County Sheriff's Office. Longevity shall be determined by the completed years of full-time service. It is understood that longevity time is a reward for continued service to the Sheriff's Office and is something that is earned by giving the service and is not given.

The amounts shall increase when the employee reaches the completed new years of service indicated, according to the following schedule:

<b>Years of Completed Service</b>	<b>Additional Paid Days Off</b>
8 years	2 days
12 years	5 days
20+ years	10 days

The employee must request the use of this time-off through the Sheriff. Employees must use these days by the end of the year. Any accrued longevity time will be paid in cash at the current rate of pay to the employee when they resign or retire from the Sheriff's

**ARTICLE 37                    DURATION, ENTIRE AGREEMENT, AND EXECUTION**

**Section 37.1                    Duration**

The provisions of this Agreement unless otherwise provided for herein, shall become effective upon execution by the parties, and shall remain in full force and effect until 11:59 p.m. on March 31, 2017.

**Section 37.2                    Subsequent Negotiations**

If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, and no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested.

**Section 37.3                    Entire Agreement**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the 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 hereto after the exercise of those rights and opportunities are set forth in this Agreement.

The provisions of this Agreement constitute the entire agreement between the Employer and the Union, and all prior agreements, practices, and policies concerning the subject matter provided for herein, either oral or written, are hereby canceled.

Both parties have been given a full opportunity to adequately discuss the wages, hours and terms and conditions of employment which are to exist between them, and have thoroughly explained the meaning of the language of each Article to one another, resulting in this Agreement which is intended to totally eliminate all past practices. The wages, hours and terms and conditions of employment which are to exist between the parties are to be understood from no other source but this Agreement. Because of the parties' intent to create and produce this final and integrated Agreement, they expressly waive the right to submit any items for negotiation during the term of this Agreement.

The parties agree to re-open Articles 29, Health Insurance and Article 36, Wages (wage scale only), effective on or around January 1, 2015 and, again January 1, 2016 for the purpose of negotiations. Such re-opener negotiations shall be subject to the impasse process of Chapter 4117.



## Memorandum of Understanding

The parties have met for the purpose of modifying certain Articles of the Current Collective Bargaining Agreement effective January 1, 2011 through December 31, 2013. This Memorandum of Understanding (MOU) reflects the agreed upon modifications.

This MOU is entered into this ~~21st~~ day of January, 2014 between the Noble County Sheriff's Office (Employer) and the Fraternal Order of Police, Ohio Labor Council, Inc. (Union). The purpose being, modification of Article 36 Section 36.1 (Wages) and Article 21 Hours Work and Overtime Section 21.3 of the Collective Bargaining Agreement effective January 1, 2011 through December 31, 2013. The terms of this MOU shall become effective the 26<sup>th</sup> day of January, 2014 and shall remain in full force and effect until the such time as they are incorporated into the 2014 – 2017 Collective Bargaining Agreement between the parties.

With the exception of the changes listed in this Agreement the remainder of the Collective Bargaining Agreement shall stay unchanged.

**Article 36 Section 36.1: Wage Scale**

### ARTICLE 36 WAGES

#### Section 36.1 Wage Scale

The following is the per hour wage scale for full-time employees of the bargaining units effective January 26<sup>th</sup>, 2014.

	LEVEL 1 ENTRY (Probation Period)	LEVEL 2 (After Probation)
Deputy		
2013	14.74	18.45
2014	15.24	18.95

Road Corporal

<b>2014</b>	<b>19.20</b>	<b>19.20</b>
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Road Sergeant

2013	18.70	18.70
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<b>2014</b>	<b>19.70</b>	<b>19.70</b>
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Corrections Officer

2013	9.59	11.87
------	------	-------

<b>2014</b>	<b>10.09</b>	<b>12.37</b>
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Corrections Corporal

<b>2014</b>	<b>12.62</b>	<b>12.62</b>
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Corrections Sergeant

2011	12.12	12.12
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<b>2012</b>	<b>13.12</b>	<b>13.12</b>
-------------	--------------	--------------

Corrections Lieutenant

2013	14.77	14.77
------	-------	-------

<b>2014</b>	<b>15.77</b>	<b>15.77</b>
-------------	--------------	--------------

Dispatcher		
2013	9.59	11.87
<b>2014</b>	<b>10.09</b>	<b>12.37</b>
Dispatcher/Clerk		
2013	15.82	15.82
<b>2014</b>	<b>16.82</b>	<b>16.82</b>
Dispatcher/TAC		
2013	12.87	13.37
<b>2014</b>	<b>13.87</b>	<b>14.37</b>
Maintenance		
2011	11.37	12.37
<b>2012</b>	<b>12.37</b>	<b>13.37</b>

The Sheriff may start an experienced employee at Level 2.

Remainder of article will stay unchanged.

### **Section 21.3 Overtime**

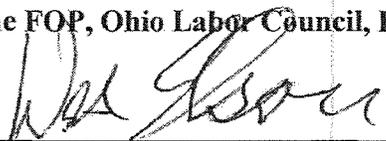
When an employee is required to work in excess of the work day or work period defined in Section 21.2 above, he shall be paid overtime after forty (40) hours actually worked in one week at one and one-half (1 ½) times his regular hourly rate of pay. Employees are not to submit for overtime less than fifteen (15) minutes with-in an hour. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

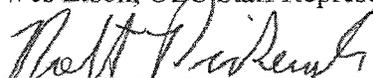
**For the purpose of computing overtime, paid sick leave, compensatory time, holidays, vacation and longevity time shall be considered as time worked.**

Payment for overtime may be in the form of compensatory time off. Employees must indicate, in writing when the overtime is approved and reported, their choice for compensatory time. Compensatory time may be accumulated to a maximum of eighty (80) hours.

Date signed: 1-29-2014

For the FOP, Ohio Labor Council, Inc:

  
\_\_\_\_\_  
Wes Elson, OLC Staff Representative

  
\_\_\_\_\_  
Brett Pickens  
Team Member

  
\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

For the Noble County Sheriff:

  
\_\_\_\_\_  
Stephen Hannum, Sheriff

  
\_\_\_\_\_  
Virgil J. Thompson  
County Commissioner

  
\_\_\_\_\_  
David L. Rossiter  
County Commissioner

  
\_\_\_\_\_  
County Commissioner

Approved as to Form:

  
\_\_\_\_\_  
Kelly A. Diddle  
Noble County Prosecutor

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.,  
EMPLOYEE ORGANIZATION,

and,

NOBLE COUNTY SHERIFF,  
EMPLOYER.

}  
} Case No(s): 13-MED-09-0995  
} 13-MED-09-0996  
} 13-MED-09-0997  
}  
}  
}  
}  
}  
}

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files the Collective Bargaining Agreement executed between the parties in the above captioned case(s). The Contract Data Summary Sheet is attached.

Respectfully Submitted,



Tara M. Crawford  
Paralegal  
F.O.P., O.L.C.I.  
222 East Town Street  
Columbus, Ohio 43215  
614-224-5700

cc: Joseph Miller, [col.miller@noblecountysheriffoffice.com](mailto:col.miller@noblecountysheriffoffice.com)