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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE
ATHENS COUNTY SHERIFF'S OFFICE**

AND

**THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION
(Sergeants and above)**

January 1, 2014 through December 31, 2016

SERB CASE NUMBER:

2013-MED-10-1365

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ARTICLE 1
AGREEMENT

Section 1.1 This Agreement is made and entered into by the Athens County Sheriff’s Office, hereinafter referred to as the “Employer,” subject to the approval of the Athens County Commissioners, and the Ohio Patrolmen’s Benevolent Association, hereinafter referred to as the “Union.” This Agreement has as its purpose: to comply with Ohio Revised Code Section 4117, to establish the wages, hours, and other terms and conditions of employment for all employees in the bargaining unit.

ARTICLE 2
UNION RECOGNITION

Section 2.1 The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, terms, and other conditions of employment for those employees of the Employer in the bargaining unit. Wherever used in his Agreement, the term “bargaining unit” shall be deemed to include all employees included in the bargaining units, described in the State Employment Relations Board’s Case Number 97-REP-01-0010. For the purposes of this Agreement, the bargaining units are deemed as follows:

Included: Sergeants and above
Excluded: All Others

Section 2.2 All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

Section 2.3 In the event a new classification is created, the Sheriff shall meet with the Union concerning the new classification specification, and shall negotiate as to whether or not the new classification will be included in the bargaining unit. If the Employer and the Union cannot agree they shall jointly petition the State Employment Relations Board concerning only the new position in question. The decision by the State Employment Relations Board shall be final and binding on both parties.

ARTICLE 3
MANAGEMENT’S RIGHTS

Section 3.1 Except to the extent expressly modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all of his legal rights to manage the operations of the Sheriff’s Office, Athens County, Ohio, as such rights existed prior to the execution of this or any other previous agreement with the Union. The rights of the Employer shall include, but shall not be limited to, his rights to determine the facts which are the basis of management decisions; to establish, change, or abolish policies, practices, rules, or procedures for the conduct of the Sheriff’s Office, its employees, and its service to the citizens of Athens

County, Ohio, consistent with the provisions of this Agreement. Such management rights shall also include, but shall not be limited to the following:

- A. The right to determine and from time to time re-determine the number, locations, and relocations and types of its employees or to discontinue any performance by employees of the County of Athens;
- B. To select and determine the number and types of employees required, including the right to select, hire, promote, transfer, evaluate, and to assign such work to such employees in accordance with the requirements determined by the Employer;
- C. To establish training programs and requirements for employees within the Sheriff's Office;
- D. To establish the hours of work, work schedules, and assignments; to transfer, promote, or demote as provided by applicable statutory law, for just cause; or to layoff, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reason;
- E. To continue, alter, make, and enforce reasonable rules for the maintenance of discipline;
- F. To suspend, discharge, or otherwise take such measures as the Employer may determine to be necessary for the orderly and efficient operation of the Sheriff's Office of Athens County, Ohio;
- G. To determine the Sheriff's Office budget and uses thereof;
- H. To maintain the security of records and other pertinent information;
- I. To determine and implement necessary actions in emergency situations;
- J. To manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- K. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained; and,
- L. To determine the Sheriff's Office goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.

Section 3.2 The Employer on its behalf hereby retains and reserves unto itself all rights, power, authority, duty, and responsibility conferred on and vested in it by the laws and Constitution of the State of Ohio and/or the United States of America.

The exercise of any such right, power, authority, duty, or responsibility by the Employer and the adoption of such rules, regulations, policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the specific express terms of this Agreement.

ARTICLE 4 **DUES CHECK-OFF**

Section 4.1 The Employer and the Union agree that membership in the Union is available to all employees occupying classifications determined by this Agreement to be appropriately within the bargaining units upon the successful completion of their probationary period.

Section 4.2 The Employer agrees to deduct regular Union membership dues twice each month from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will request the Auditor to deduct Union dues from the payroll check during the next pay period that Union dues deduction is normally made.

Section 4.3 The rate at which dues are to be deducted and a list of employees who have authorized deductions shall be certified to the Employer by the Treasurer of the Union by January 2nd of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deduction.

Section 4.4 Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement. An employee may only revoke his/her authorization for dues deduction by giving written notice to the Union and Employer with proof of service during the sixty (60) to thirty (30) day period prior to the expiration of this collective bargaining agreement.

Section 4.5 The total amount of dues deduction and a list of all employees whose dues have been deducted shall be transmitted to the Union Treasurer within ten (10) days following the date when the deduction was made.

Section 4.6 It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4.7 It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in processing of deductions unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and for no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 4.8 In the event a deduction is not made for any Union member during any particular month, the Employer upon written verification from the Union, will make the appropriate deduction from the following pay period in which dues are normally deducted, if the deduction does not exceed the total of two (2) months regular dues from the pay of any Union member. The Employer will not deduct more than one (1) month's regular dues for more than one (1) consecutive month.

Section 4.9 The Employer shall be relieved from making such individual dues deductions upon:

- A. Termination of employment,
- B. Transfer to a job other than one covered by the bargaining unit,
- C. Layoff from work,
- D. An agreed unpaid leave of absence, or
- E. Revocation of the check-off authorization in accordance with the terms of this Agreement.

Section 4.10 The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

ARTICLE 5

UNION REPRESENTATION

Section 5.1 Union Visitation. The Employer agrees that no more than two (2) non-employee officers or representatives of the Union shall be admitted to the Athens County Sheriff's Office facilities and sites during working hours upon advance notice to the Employer. Such visitations shall be to participate in the adjustment of grievances and/or to attend other meetings covered herein. Union visitations shall not disrupt the Employer's work schedule.

Section 5.2 The Employer shall recognize up to three (3) employees selected by the Union to act as Union representatives for the purpose of processing grievances. These three (3) employees shall be the Local Director and two (2) stewards designated by the Union.

Section 5.3 The Local Director and/or stewards may investigate and process grievances, and attend grievance step meetings with the Employer during regular working hours without loss of pay subject to the other provisions of this Agreement. Such investigations and processing of grievances shall be with proper regard to the Employer's operational needs; and such total grievance processing time shall not exceed eight (8) hours per month per each employee authorized under this Article to process grievances. No Union representative shall be entitled to pay while processing grievances or attending grievance step meetings during any hours in which the employee was not otherwise scheduled to work.

Section 5.4 Rules governing the activity of the Union representatives are as follows:

- A. The representatives must obtain, in advance, authorization of his/her immediate supervisor before beginning Union activities;
- B. The representatives shall identify the reason for the request at the time Union activity time is requested;
- C. The representatives shall not conduct Union activities in any work area without notifying the supervisor in charge of the area of the nature of the Union activity;
- D. The representatives shall cease Union activities immediately upon the reasonable order of the supervisor of the area in which Union activity is being conducted or upon the reasonable order of the Union representative's immediate supervisor. If the Employer

alleges that any Union representative is violating or abusing the rules of this Section, he shall notify the Local Director. Upon such notice a conference will be scheduled to resolve the matter prior to initiating any disciplinary action.

Section 5.5 One (1) duly elected delegate or alternate to the annual conventions of the Union may be granted time off without pay for the purposes of participating in such conventions. The Union shall give the Employer advance notice of which member will be attending each convention. Such unpaid personal leave will be approved, subject to manpower requirements of the Sheriff's Office, upon receipt of the ten (10) days advance written notification by the Local Director.

Section 5.6 The Union shall provide to the Employer an official roster of its officers and representatives within thirty (30) days of the effective date of this Agreement. This roster will be updated within thirty (30) days of any change, and shall include the following:

- A. Name
- B. Address
- C. Home telephone number; and
- D. Union office held.

Employees shall not be permitted to function as Union representatives until the Union has presented the Employer with written certification of that person's selection.

Section 5.7 The Employer agrees to grant one (1) designated Union official one (1) scheduled shift off without pay per two (2) month time period for the purposes of attending Director's meetings. Such unpaid leave will be granted, subject to the manpower requirements of the Sheriff's Office, and subject to the following conditions:

- A. Under no circumstances will the Employer be required to approve such unpaid leave, if by doing so the Employer would be required to incur overtime or additional costs for a replacement employee;
- B. In order to provide coverage, employees will be permitted to trade shifts subject to subsection A;
- C. The Union agrees to give at least seven (7) calendar days advance notification to the Employer indicating the name of the Union official requesting such leave, the shift involved, and any arrangements for trading shifts.

Section 5.8 Bulletin Boards.

- A. The Employer shall provide the Union with a bulletin board for the purpose of posting union notices, leaflets and information.
- B. All union notices which appear on the bulletin board shall be posted and removed by the Director or Steward and shall relate to items of interest to the employees. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval and must be posted on the designated bulletin board:

1. Union recreational and social affairs;
2. Notice of union meetings;
3. Union appointments;
4. Notice of union elections;
5. Results of union elections;
6. Reports of non-political standing committees and independent non-political arms of the union; and
7. Publications, rulings or policies of the union.

All other notices of any kind not covered in Subsection 1 through Subsection 7 above must receive prior approval of the Employer or his designated representative.

- C. Union literature shall not contain libelous, scurrilous, or derogatory attacks upon the Employer or other County officials, or employees, named or unnamed. Literature distributed or displayed inside or upon the facilities of the Sheriff's Office shall not contain opposition to or the promotion of a candidate for public office.
- D. Any employee found violating the provisions of this Article shall be subject to appropriate disciplinary action. Any violation of the provisions of this Article by the Union or any representative thereof, may result in suspension, or revocation of its bulletin board privileges, and/or removal of the Union Bulletin Board.

ARTICLE 6

NO STRIKE-NO LOCKOUT

Section 6.1 The Employer and the Union recognize that a strike would create a clear and present danger to the public health, safety, and welfare, and that the Agreement provides machinery for the orderly resolution of grievances. The Union, therefore, agrees that there shall be no interruption of services by the employees because of any work slowdown, sick call, strike, sympathy strike, or other concerted effort which affects the Employer or his operations during the term of this Agreement or any extensions thereof.

Section 6.2 The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of bargaining unit members during the term of this Agreement unless those employees have violated Section 6.1 of this Article.

Section 6.3 If any members of the bargaining unit, either individually or collectively, engage in a work slowdown, walkout, or any other concerted effort resulting in interruption of services, the Union shall publicly denounce such violation, disclaim approval, and order all member participants to return to work immediately. Should the employees fail to immediately return to work or the Union fail to publicly denounce and disclaim approval of such violation, the Employer shall have the option of canceling any article, section, or subsection of this Agreement. Any employee who participates or promotes such strike activities as previously outlined shall be subject to immediate discipline, including discharge, and only the question of whether or not he/she did, in fact, participate in or promote such action shall be subject to appeal.

Section 6.4 Nothing in this Article shall be construed to limit or abridge the Employees right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

ARTICLE 7
PLEDGE AGAINST DISCRIMINATION AND COERCION

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

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

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

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

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

ARTICLE 8
LABOR/MANAGEMENT MEETINGS

Section 8.1 In the interest of sound labor/management relations, the Union and the Employer will meet at agreeable dates and times for the purpose of discussing those matters as outlined in Section 8.2 below. No more than two (2) employee representatives of the Union, three (3) representatives of the Employer and one (1) non-employee representative of the Union shall be permitted to attend such meetings.

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

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which may affect bargaining unit members of the Union;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Give the Union representative the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;
- F. Discuss ways to improve efficiency and work performance; and
- G. Consider and discuss health and safety matters.

Local Union employee representatives attending Labor/Management meetings shall not suffer a loss in pay for time spent in such meetings if held during the employee's regular scheduled hours of work.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 9.1 The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

Section 9.2 It is mutually agreed that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the employees and the Employer. Therefore, the following rules apply to the processing of grievances:

- A. All grievances must be processed at the proper step in the progression in order to be considered at any subsequent steps of the grievance procedure.
- B. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.
- C. Any grievance not answered by management within the stipulated time limits shall be considered answered in the negative and may be advanced by the employee to the next step in the grievance procedure.
- D. The number of days indicated at each level shall be considered as maximum. The time limits may, however, be extended or the steps herein waived by mutual agreement of the parties concerned, expressed in writing.
- E. "Working days" as used in this Article shall mean Monday through Friday, and shall not include Saturdays, Sundays or days indicated as holidays pursuant to this Agreement unless calendar days are so specified.

Section 9.3 A grievance may be brought by any employee of the bargaining unit. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting each employee in the same manner, one (1) employee selected by such group may process the grievance as a group grievance provided each employee desiring to be included in the group grievance signs said grievance. In a group grievance, only one (1) of the grievants shall be guaranteed no loss of pay during processing steps provided by this Article. If more than one (1) employee's testimony is necessary at an arbitration hearing held pursuant to this procedure, and the testimony is scheduled during the employee's regularly scheduled work shift, the employee shall be released for such testimony in paid status and shall return to work following completion of the testimony. No employee shall be entitled to pay for attending grievance hearings during hours in which the employee was not otherwise scheduled to work.

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

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

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

Step 1. An employee who has a grievance shall present it in writing to the Sheriff within five (5) working days of the occurrence of the event upon which the grievance is based or with reasonable diligence the grievant should have known of such event or condition.

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

Step 2. Arbitration. If the grievance is not satisfactorily settled at Step 1, the Union may request that the grievance be submitted to arbitration. The Union's request for arbitration must be submitted to the Sheriff within thirty (30) calendar days following the Sheriff's reply to the grievance at Step 1 or the grievance shall be considered resolved and the matter shall not be submitted to arbitration.

On the date a grievance is submitted to arbitration, the Union or the Employer shall also submit written request to the Federal Mediation and Conciliation

Service (FMCS) for a list of nine (9) arbitrators from FMCS Area #15 (Ohio) (National Academy of Arbitration, Ohio only) to be sent to each party for the purpose of selecting one (1) arbitrator to hear the case. The parties shall alternately strike the names of the arbitrators until only one name remains. The party requesting the arbitration shall strike the first name. Either party may once reject the remaining name and request from the FMCS another list of nine (9) names until a mutually agreeable arbitrator is selected.

The arbitrator shall limit his decision to the interpretation, application, or enforcement of the specific articles and sections of this Agreement. The arbitrator shall be without power or authority to make any decision:

- A. Contrary to, inconsistent with, or modifying or varying in any way the terms of this Agreement or applicable law;
- B. Concerning the establishment of wage rates not negotiated as part of this Agreement;
- C. Granting any right or relief on any alleged grievance occurring at any time other than the contract period in which such right originated; or
- D. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules, or regulations presently or in the future established by the Employer so long as such a practice, policy, rule, or regulation does not conflict with the Agreement.

In cases of discharge, reduction/demotion or of suspension, the arbitrator shall have the authority to recommend modification of said discipline if it is determined by the arbitrator that the discipline was excessive based upon, among other things, the employee's work history and the evidence that existed at the time discipline was issued. In the event of a monetary award, not including suspension or discharge, the arbitrator shall limit any retroactive settlement to the date the employee knew or should have known of the occurrence of the event or condition upon which the grievance is based. Monetary awards resulting from suspensions or discharges shall be limited to the period of time or portion thereof during which the affected employee was suspended or discharged.

The arbitrator will make his award within thirty (30) days of the close of the hearing or within thirty (30) days after the filing of post-hearing briefs.

Unless contrary to law, the decision of the arbitrator shall be final and binding upon management, the Union, and any employee involved in the matter.

The costs and fees of the arbitrator shall be borne by the losing party. In the event that the arbitrator's decision fails to grant the requested award of either party and represents a "split decision," the cost and fees of the arbitrator shall be borne equally by the parties. The arbitrator shall be requested to rule on the assignment of costs at the time of presentation of the award. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split

equally if both parties desire a reporter, or request a copy of any transcripts.

ARTICLE 10
DISCIPLINE

Section 10.1 No employee shall be reduced in pay or position, suspended, discharged, or removed except for just cause. Forms of disciplinary action are limited to:

- A. Documented verbal warning;
- B. Written reprimand;
- C. Suspension with or without pay;
- D. Reduction; or
- E. Discharge from employment.

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

Section 10.2 If the Athens County Sheriff or his designee has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 10.3 Written reprimands shall cease to have force and effect twelve (12) months following their effective date providing there is no intervening disciplinary action taken during that time period. Upon the written request of the employee, such records of discipline shall be removed from the employee's personnel file.

Section 10.4 All records of reduction/demotion or suspension shall cease to have force and effect twenty-four (24) months following the date of the reduction/demotion or suspension providing there is no intervening written notice of disciplinary action during the twenty-four (24) month period. Upon the written request of the employee, such records of discipline shall be removed from the employee's personnel file.

However, if evidence or testimony is introduced representing that the employee has had a clean work record during his employment, the Employer may raise the employee's prior disciplinary history to refute such evidence or testimony.

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

Section 10.6 Whenever the Employer determines that an employee may be suspended, reduced/demoted or terminated for disciplinary reasons, a disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. The Employer shall determine who will conduct the disciplinary conference.

Not less than twenty-four (24) hours prior to the scheduled starting time of the disciplinary

conference, the Employer will provide to the employee a written outline of the charges that may form the basis for the disciplinary action together with written notification of the date, time and place of the hearing. The employee must choose to:

- A. Appear at the conference to present an oral or written statement in his defense;
- B. Appear at the conference and have one Union representative present an oral or written statement in defense of the employee;
- C. Elect in writing to waive the opportunity to have a disciplinary conference.

Failure to elect or pursue one of these (3) options will be deemed a waiver of the employee's rights to the disciplinary conference.

Section 10.7 Any employee who has been disciplined by suspension, reduction/demotion or discharge will be given a written statement describing the reason or reasons for which he or she has been suspended or discharged.

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

Section 10.8 In any disciplinary meeting in which a reduction/demotion, suspension or dismissal is likely to result, the affected employee, at his option, shall be permitted the opportunity to have a Union officer present. This provision shall not prohibit the issuing of disciplinary action if the Union officer is unavailable or if the actions of the employee are of such gravity to warrant immediate suspension or removal from duty.

Section 10.9 Verbal warnings and written reprimands still open may be appealed only up through Step 1 of the Grievance Procedure, and shall not be arbitrable. If a verbal warning or written reprimand is used as a basis for further disciplinary action, such warning or reprimand will be incorporated into the higher level of discipline.

ARTICLE 11 **PERSONNEL FILE**

Section 11.1 There shall be only one (1) official personnel file and it shall be maintained by the Sheriff.

Section 11.2 Each employee may inspect his personnel file which is maintained by the Employer at any reasonable time during business hours provided that the employee gives the Employer reasonable advance notice, and that the inspection will be conducted at a time designated by the Employer, but not later than the close of business on the next business day. An employee is entitled to have a representative of his choice accompany him during such review. The Employer maintains the right to have a management representative present at all times during the inspection and to determine the site of the inspection. The employee shall have the right, upon request, to receive one (1) free copy of his personnel file.

If an unfavorable statement or notation is in the file, the employee may place a statement of

rebuttal or explanation in his file. No anonymous material of any type shall be included in the employee's file.

Section 11.3 Any employee's signature on a document shall mean he has seen the document and not that he agrees with its content unless it is so stated on the document. In any case in which an action of record is disaffirmed through the grievance procedure, by the Sheriff, and/or by an arbitrator or a court of competent jurisdiction, the member's personnel file shall clearly reflect such disaffirmance.

ARTICLE 12 **PROBATIONARY PERIOD**

Section 12.1 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 Sergeant shall begin on the effective date of the promotion and shall continue for a period of one (1) calendar year. A newly promoted employee, in the rank of Lieutenant or above, shall be subject to a probationary period of six (6) calendar months from the effective date of promotion. A newly promoted employee who evidences unsatisfactory performance may be returned to his former position any time during his probationary period.

ARTICLE 13 **SENIORITY**

Section 13.1 Two (2) types of seniority are established under this Agreement as follows:

- A. "Classification Seniority" is the employee's length of continuous service in his current classification, from his last date of entry into the classification.
- B. "Total Seniority" is the employee's total length of continuous service with the Employer from his most recent date of hire into the bargaining unit.

Section 13.2 An employee's seniority shall terminate:

- A. If the employee quits;
- B. If the employee retires;
- C. If an employee is discharged; or
- D. If the employee is laid off for a period of more than fifteen (15) consecutive months.

Section 13.3 The Employer will provide the Union with one (1) copy of a seniority list within fourteen (14) calendar days after the effective date of this Agreement and every one (1) year thereafter, showing the seniority of each employee in the bargaining unit by classification, and by total seniority. Any employee shall have ten (10) working days after the list is prepared and posted in the Sheriff's Office to protest his position on that list. If no challenge is received, the list shall be deemed accurate for the remainder of the posting period.

Section 13.4 Whenever seniority is the determining criteria to any terms and conditions contained in this Collective Bargaining Agreement and two (2) or more employees are tied as to the length of their applicable seniority, the following listed seniority rights shall prevail:

- A. If two (2) or more employees have the same classification seniority, total seniority shall prevail.
- B. If two (2) or more employees have the same total seniority, the oldest employee, by age, shall prevail.

Section 13.5 In the event that any employee in the bargaining unit is reduced in rank for any reason other than just cause to another classification in this bargaining unit, said employee shall be entitled to enter the classification to which he has returned with seniority credit equal to his continuous departmental seniority with the Athens County Sheriff's Office.

ARTICLE 14 **LAYOFF AND RECALL**

Section 14.1 The Employer will only lay off bargaining unit employees and/or abolish positions in the bargaining unit for reasons of economy and/or efficiency including a re-organization for more efficiency. Bargaining unit employees may not be laid off and/or have their position abolished for arbitrary and/or capricious reasons. The Employer will notify the Union at least fourteen (14) days in advance, of its intent to reduce the work force. At the time of the notice, the Employer will provide the Union with a current updated seniority list.

Section 14.2 Order of Reduction. Whenever a reduction in the work force occurs, the Employer shall determine in which classification(s), layoffs will occur and, the following sequential order of reduction will be implemented within each classification selected by the Employer for layoff.

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

Section 14.3 Bumping Rights. An employee with total seniority who is displaced from his classification by a reduction in the work force may exercise his total seniority to bump the employee with the least total seniority in 1) the classification of layoff, 2) any lower rated classification within the bargaining unit for which the bumping employee is qualified by having State required certifications necessary to perform the work without further training. The order of bargaining unit classifications ranked from highest to lowest shall be:

Captains
Lieutenants
Sergeants

Employees who bump under the foregoing procedure shall be deemed for layoff purposes only, to have classification seniority in the classification into which he bumps, equal to his bargaining unit seniority.

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

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

Section 14.4 Recall Rights. Employees displaced from their classification through a reduction in work force shall be recalled or returned to vacancies which 1) thereafter occur in their classification in the order of their classification seniority (most classification senior employee recalled first) or 2) thereafter occur in a lower rated classification within the Employer's bargaining unit work force for which the recalled employee is qualified by having State required certifications necessary to perform the work, in order of their total seniority (most senior employee recalled first).

Such vacancies in the classification or other lower similarly rated classification shall not be posted and filled from within, nor shall the Employer hire from the outside until such time as all qualified employees have exhausted their recall rights. Employees shall retain recall rights for a period of fifteen (15) calendar months from their effective date of displacement.

Section 14.5 Retention. Employees who bump into a lower rated classification will be paid at the same wage step level of the classification into which he bumps that is closest to the wage step level of the classification from which he is laid off.

Section 14.6 Recall Notice. Written notice of recall from layoff shall be sent to the employee's last known address by the Employer, by certified mail, return receipt requested. Failure of an employee to contact the Employer within fourteen (14) calendar days after receipt of recall notice shall constitute a forfeiture of an employee's right to recall. An employee who is recalled must return to work within fourteen (14) calendar days upon contacting the Employer.

Section 14.7 Reduction Severance Pay. Employees displaced by a work force reduction shall be entitled, on their last date of employment, to all wages, vacation, and compensatory time pay provided by this Agreement which are due to such employees.

ARTICLE 15

MISCELLANEOUS NON-ECONOMIC

Section 15.1 Health and Safety: The Employer and employees agree to maintain in safe working condition all facilities, vehicles, and equipment furnished by the Employer to carry out the duties of each bargaining unit position. Any employee subjected to an unsafe or unhealthy

working condition shall have the right to file a grievance against any such condition provided such condition is not resolved as a result of the labor/management meeting prescribed herein.

Section 15.2 Sub-Contracting Out: The Employer shall not contract or subcontract out any work normally performed by bargaining unit employees which directly results in layoff of those employees. The Employer shall not contract or subcontract out work that would normally be performed by bargaining unit employees during the first one year period that the bargaining unit employees are laid off

Section 15.3 Work Rules: The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees, and the conduct of the Employer's operations, services, programs, and business. It is the Employer's intention that work rules, policies and directives should be interpreted and applied uniformly under similar circumstances within the group or groups of employees to whom such rules, policies and directives are directed. Rules adopted by the Employer shall not be applied in violation of the express terms of this Agreement. The Union may challenge the reasonableness of such rules through the grievance procedure. Except in cases of emergency, such work rules, policies and procedures will be provided to a Union designated employee official and posted ten (10) days in advance of their effective date.

The Employer may in an emergency situation implement a work rule, policy or procedure to rectify a situation. However, upon request of the Union the Employer agrees to meet and confer with the Union regarding those implemented work rules, policies or procedures.

Section 15.4 Driver License All employees shall maintain a current valid driver's license. In the event that an employee has his or her license suspended or revoked, the employee must report such suspension or revocation to the Employer.

ARTICLE 16 **HOURS OF WORK AND OVERTIME**

Section 16.1 Intent This Article is intended to define the hours of a workday, hours of a workweek, and to define the basis for the calculation of overtime.

Section 16.2 Workday and Workweek A workday shall normally consist of eight (8) consecutive work hours during a scheduled work shift. A normal workweek shall consist of five (5) workdays followed by two (2) consecutive days (normally forty-eight (48) consecutive hours) off.

The words "hours worked" as used in this Agreement shall include all hours during which the member is on paid status.

Section 16.3 Overtime.

- A. All hours worked in excess of eight (8) hours per day or forty (40) hours in a seven (7) day period shall be paid at one and one-half (1.5) times the employee's regular rate of pay. Overtime shall be computed to the nearest sixth (1/6th) of an hour.
- B. The workweek shall be computed between 12:01 a.m. on Saturday of each calendar week and 12:00 midnight the following Friday.
- C. There is no guarantee of overtime to any employee.
- D. Employees shall be allowed the options of pay or compensatory time for overtime hours worked as follows:
 - 1. Effective upon the implementation of this Agreement, compensatory time may not be accumulated in excess of sixty-four (64) hours.
 - 2. As an employee exhausts his/her accrued compensatory time, he/she may accrue further compensatory time not to exceed sixty-four (64) hours. Any employee who accrues compensatory time in excess of sixty-four (64) hours shall be promptly paid for any overtime worked at the applicable rate.
 - 3. Compensatory time utilized must be approved in advance by the employee's supervisor who shall require at least three (3) working days' advance notice. Not less than one (1) hour of compensatory time shall be taken on any one (1) day.
- E. Employees shall complete and turn in their timesheet directly to the Bookkeeper or other person designated by the Sheriff, by no later than 9:00 a.m. Monday morning.

Section 16.4 Pay Checks The Employer agrees to make every effort to make employee's pay checks available at 4:00 p.m. on Thursday before payday for the bargaining unit members.

The Employer agrees to make every effort to make employees' paychecks available at 4:00 p.m. on Wednesday before the Thanksgiving holiday for the bargaining unit members.

Paychecks will be in sealed envelopes.

Contingent upon the ability of the County Auditor's office to do so, each payroll check shall illustrate the hourly rate of pay, total straight time hours worked, total overtime hours worked, any paid sick leave, or vacation or holidays which occurred during the payroll period, and the total accrued but unused sick leave credited to the employee as of the end of that payroll period.

Section 16.5 Call-In Pay "Call-in" occurs when the employee's supervisor specifically requests the employee to return to work after completion of his regular schedule but before he/she is scheduled to return to work.

Other than when specified herein, when an employee is called in at a time disconnected from his/her normal hours, the employee shall be paid at one and one-half (1.5) times the employee's

regular rate for the time worked but no less than three (3) hours for such call-in. An employee may voluntarily waive their right to three (3) hours minimum time by electing not to work three (3) hours.

Section 16.6 Court Time For each appearance at time disconnected from their normal hours, employees shall be paid at one and one-half (1.5) times the regular hourly rate for the actual hours at court, but no less than three (3) hours for such appearance. Such court appearance must be related to the employee's position with the Employer. Any fees received for such appearance shall be remitted to the Employer within three (3) days of receipt.

Section 16.7 Pyramiding There shall be no pyramiding of premium pay for the same hours worked.

Section 16.8 Change In Shift The Sheriff may change a Sergeant's or Lieutenant's shift schedule due to the operational needs of the Sheriff's Office. However, any such change shall normally be for a minimum of four (4) months duration and the employee will be given reasonable notice in advance of the shift schedule change, normally at least one (1) week.

Section 16.9 Shift Bidding Scheduling of shifts and days off for employees shall be implemented in accordance with classification seniority and the operational demands of the Sheriff's Office. Senior employees shall have preference when bidding.

ARTICLE 17 **HOLIDAYS**

Section 17.1 All employees shall be entitled to eight (8) hours of holiday pay at their regular rate of pay for each of the following holidays:

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

Section 17.2 In addition to the holiday pay set forth in Section 17.1 above, an employee who is required to work on any of the holidays listed in Section 17.1 shall be paid for such time worked at one and one-half (1.5) times his regular base rate of pay, which will be paid in a one lump sum check in conjunction with the last pay period of November in each year of this Agreement.

ARTICLE 18
VACATIONS

Section 18.1 Vacation Crediting. All full-time employees will be entitled to vacation leave with pay as follows:

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

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

Section 18.2 Vacation Usage. An employee shall have the right to take vacations according to his/her classification seniority, subject to the scheduling requirements of the Sheriff's Office and in accordance with the selection procedure of Sections 18.3 and 18.4 of this Article.

Section 18.3 Non-Prescheduled Vacations. An employee requesting non-prescheduled vacation of one (1) day or less must submit his request to his immediate supervisor at least three (3) workdays prior to commencement of such leave. Any request of a vacation of more than one (1) day must be submitted one (1) workweek prior to commencement of such leave. All vacation requests are subject to the approval of the Employer. This provision may be waived at the discretion of the Employer.

Section 18.4 Vacation Scheduling. The order of selecting a vacation shall be by classification seniority. No more than two (2) employees covered hereunder on each respective shift in different classifications nor more than one (1) employee per shift in a single classification shall be permitted vacation leave at any one time unless authorized by the Employer. In order to be granted preference hereunder, requested vacation time must be submitted to the employee's immediate supervisor by April 15 of each calendar year.

Section 18.5 Vacation Accumulation. Generally, vacation leave shall be taken between the year in which it was accrued and the employee's next anniversary date of employment. However, the Employer may permit an employee to accumulate vacation from year-to-year not to exceed three (3) years' accumulation.

Section 18.6 Recall to Duty. Employees on vacation may be recalled to duty only for true emergency situations.

Section 18.7 Holidays Occurring During Vacation. Holidays enumerated in this Agreement shall not be charged to an employee's vacation leave.

Section 18.8 Separation Pay. Upon separation from the Employer's payroll, an employee shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of separation but in no event more than three (3) years maximum accumulation. In case of death of an employee, such unused vacation leave shall be paid to his estate or to a designated beneficiary.

Section 18.9 Vacation Incentive. As an incentive to encourage employees to utilize earned vacation time during the winter months, the following incentive program shall be implemented.

For each block of five (5) vacation days scheduled during any seven (7) consecutive day period, and used between October 1 and March 31, the employee shall earn one (1) extra day of vacation leave which shall be credited to their vacation accumulation following each fifth day of vacation leave usage. For example, if an employee schedules one week (5 days) of vacation in January, at the end of the five (5) days of usage the employee would be credited with one additional day of vacation. If two (2) weeks were scheduled in separate five (5) day blocks or two (2) consecutive weeks (10 days), the employee would receive two (2) additional days to their credit.

ARTICLE 19 **SICK LEAVE**

Section 19.1 All employees will receive sick leave at the rate of 4.6 hours for each eighty (80) hours in active pay status.

Section 19.2 Employees will be charged for sick leave only for days upon which they would otherwise have been scheduled to work. Sick leave shall be charged in minimum units of one (1) hour.

Section 19.3 The unused sick leave of an employee shall accumulate on an unlimited basis.

Section 19.4 Sick leave may be granted to an employee upon approval of the Employer and shall be in accordance with the following:

- A. All employees who are too sick, ill, or injured to report to duty, shall report this fact to the supervisor in charge not less than one (1) hour prior to the time they are scheduled to report to work on each day of absence, unless emergency conditions make it impossible.
- B. Such reports will contain the nature of the sickness or injury and whether attended by a physician or not.
- C. If the length of absence from duty cannot be determined, the employee shall call his supervisor subsequent to each working day to allow for proper manpower adjustments.
- D. No sick leave in excess of five (5) days shall be granted unless the sickness, illness, or injury has been verified by a treating physician's certification.
- E. All employees who use sick leave shall be required to sign a statement indicating the legitimacy and the reason for use of sick leave.

- F. All employees having any serious contagious disease in their families which is or may potentially be subject to being quarantined shall immediately notify their supervisor and shall not report to work until released to do so by the proper authority.
- G. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person. Immediate family shall be defined as: mother, father, sister, brother; spouse, child, grandparent or their step equivalents.
- H. Employees failing to comply with sick leave rules and regulations shall not be paid. The Employer may initiate investigations when an employee is suspected of abusing sick leave privileges.
- I. The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of his position. If found not qualified, the employee may be placed on a job he or she can perform or on sick leave or disability separation. The cost of such examination shall be paid by the Employer.

Section 19.5 At the time of an employee's retirement, the employee shall receive a cash payment of one-quarter (1/4) their accumulated but unused sick leave credit figured on a maximum accumulation of two hundred and forty (240) days. Such payment will be based on the employee's rate of pay at the time of retirement and shall be paid within thirty (30) days following the date of retirement, provided the employee notifies the Sheriff in writing, on or before his date of retirement. In the event of death of an employee, the payment will be made to the employee's beneficiary or to the employee's estate.

ARTICLE 20

LEAVES AND LEAVES OF ABSENCE

Section 20.1 Leave Without Pay. Employees may be granted the following types of unpaid leaves of absence:

- A. Medical Leave. A physically incapacitated employee may request a medical leave. A medical leave may be granted for a period of up to two (2) years (which includes Family and Medical Leave) when the medical disability continues beyond accumulated sick leave rights and provided the employee is either:
 - 1. Hospitalized or institutionalized;
 - 2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
 - 3. Is declared incapacitated for the performance of the duties of his/her position by a licensed physician designated by the Employer.

It is the employee's responsibility to request a medical leave and such leave is not granted automatically when the employee's sick leave has expired. Time spent on disability leave and/or Family and Medical Leave prior to a disability separation shall be considered part of the two (2) year time period.

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

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

- C. Disability Leave. An employee may request a leave of absence without pay for disability purposes by submitting such request in writing to the Employer, subject to the rules for leaves of absence in this Agreement.

An employee is entitled to unpaid disability leave if declared incapacitated for the performance of the duties of his position by a licensed physician designated by the Employer. It is the employee's responsibility to request a disability leave since such leave is not granted automatically when the employee's sick leave has expired.

When an employee is ready to return to work, he shall furnish a statement by his attending physician certifying the employee is able to return to work.

In all other respects the employee is subject to the rules for leaves of absence in Article 20 of this Agreement.

- D. Personal Leave. The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond six (6) months. The employee shall include all pertinent information relating to the need for a personal leave of absence with his request for leave.

- E. Authorization for Leave. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be arbitrarily denied. No leave of absence shall be granted for the purpose of working another job.

A leave of absence shall be requested on the standard Request for Leave Form.

- F. Paid Personnel Leave. An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence, is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

- G. Abuse of Leave. If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

- H. Reinstatement From Leave. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis, unless otherwise determined by the Employer. An employee may contact the Employer prior to the expiration of said leave, and be granted a reasonable extension for a justifiable cause, within the various maximum time limits established under this Article.
- I. Insurance Premiums During Leaves. Except as specifically provided in Section 20.2 - Family and Medical Leave, where an employee has requested and been granted a medical leave, educational leave, disability leave, or a personal leave for medical reasons, the Employer shall continue its contribution to the employee's health insurance benefit program for three (3) additional insurance premium payments following the date of approval of the leave, at rates in accordance with the terms of Article 22 - Insurance, provided the employee makes advance arrangements with the Employer for the payment of the employee's share of the costs.

Section 20.2 Family and Medical Leave (FML).

- A. Pursuant to the Family and Medical Leave Act of 1993, Family and Medical Leave (FML) may be granted to an employee who has been employed for at least twelve (12) months by the employer and has provided at least 1,250 hours of service during the twelve (12) months before the leave is requested. The FML may be granted up to a total of twelve (12) weeks during any twelve (12) month period for the following reasons:
1. Because of the birth of a child of the employee or placement for adoption or foster care of a child with the employee;
 2. In order to care for the spouse, child, parent or one who stood in place of parent of the employee, if such spouse, child, parent or "in loco parentis" has a serious health condition; or
 3. Because of a serious health condition that makes the employee unable to perform the essential functions of the employee's position.
- B. The employee must provide the employer with thirty (30) days advance notice of FML, or such notice as is practicable, if thirty (30) days notice is not possible. The employee must provide the employer with certification of the condition from a health care provider. The employer, at employer expense, may require a second opinion on the validity of the certification. Should a conflict arise between health care providers, a third and binding opinion, at employer expense may be sought: An employee seeking FML must first use all accrued sick leave, vacation leave, injury leave (if applicable), and paid holidays to the employee's credit, prior to being granted a FML. The total amount of FML paid and unpaid shall not exceed a total of twelve (12) weeks during the twelve (12) month period measured forward from the date the employee's FML leave began. In any case in which a husband and wife entitled to family leave are both employed by the employer, the aggregate number of workweeks of leave to which both may be entitled may be limited to

twelve (12) weeks during any twelve (12) month period if such leave is taken because of the birth of a child or to care for a sick parent who has a serious health condition. In the event of the continuation, reoccurrence or onset of a serious health condition after the employee has exhausted the twelve (12) weeks of FML as provided in this section, the employee may request an unpaid medical or personal leave in accordance with Section 20.1 - Leave Without Pay. The employee will, be responsible for his share of the health insurance cost during the FML, in accordance with payment procedures established by the employer. If the employee does not return from the FML, he is responsible for the total insurance premium paid by the employer. The employee shall be responsible for payment of the full cost of the employee's life insurance while on FML.

- C. It is intended that this article comply with the Family and Medical Leave act of 1993 and the employer may promulgate policies in furtherance of the Family and Medical Leave act that are not inconsistent with this article.

Section 20.3 Leaves With Pay. Employees may be granted the following types of paid leaves of absence:

- A. Jury Duty Leave. A fee or expense reimbursement paid to an employee for serving on any municipal, county, or federal jury, shall be remitted to the Employer and said employee's regular pay will not be adjusted by reason of service performed, unless such duty is performed totally outside of normal working hours. An employee released from jury duty prior to the end of his scheduled workday shall report to work for the remaining hours.

The Employer shall not pay an employee who appears in court for non-job-related criminal or civil cases, when the employee is plaintiff or defendant. However, in situations in which the employee is subpoenaed to appear as a witness and as a good citizen of the community, payment of lost wages will be made under this Article.

- B. Military Leave. All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed a total of one hundred seventy-six (176) hours in any one calendar year. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. Employees who are members of those components listed in paragraph one above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency. This provision in no way abrogates a veteran's present or future rights. In addition, any employee called to active duty status shall be provided with Health Insurance under the same terms and conditions as existed on the date just prior to the call to active duty under Article 22 of this Agreement.

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

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

If additional time is required, the employee may request, and the Employer may authorize on a case-by-case basis, the use of a designated amount of additional vacation, sick leave or compensatory time, at the employee's option.

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

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

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

F. Paid Personal Leave Effective January 1, 2014, upon the implementation of this Agreement, each bargaining unit employee will be eligible for five (5) working days of paid personal leave subject to restrictions as follows.

1. Personal leave utilized must be in accordance with the following guidelines:

- a. A request for the use of personal leave shall be made on the designated form and shall be submitted no less than twenty-four (24) hours in advance of its intended usage. This requirement may be waived by the Sheriff or designee in cases of emergencies. A request for personal leave will not be unreasonably withheld. However, when personal leave is requested in accordance with this Section during the first nine (9) months of any agreement year, and such leave is denied and is unable to reasonably be rescheduled prior to the end of the agreement year, employees will receive payment for such denied day(s) at the conclusion of the agreement year. During the last three (3) months of any Agreement year, leave requested but denied will not be eligible for such payment. It is the employee’s responsibility to request rescheduling of any such denied days.
- b. Approved personal leave shall be at regular pay and may not be accumulated from year to year.
- c. Personal leave must be used in one (1) day increments.
- d. No more than one (1) employee per classification per shift shall be eligible to be absent as a result of the usage of personal leave, and such scheduling shall be made based upon the operational needs of the Sheriff’s Office.

ARTICLE 21 **UNIFORMS AND EQUIPMENT**

Section 21.1 The Employer shall provide, at the same level as provided as of the effective date of this Agreement, uniforms and equipment for those bargaining unit employees required by the Employer to wear a specific uniform. The Sheriff shall determine the appropriate uniform, if required to be worn by the employee, and employees shall be required to be in proper uniform upon reporting for duty.

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

Section 21.2 Uniforms sufficiently damaged or worn out in the line of duty will be replaced upon return of the damaged or worn out uniform to the Employer.

Section 21.3. Employees assigned to the Investigations Unit and required to wear “plain clothes” shall receive a six hundred dollar (\$600.00) annual allowance for clothing purchase.

“Plain clothes” officers may purchase clothing necessary to adequately carry out their assignments and as approved by the Sheriff. Upon prior approval of the Sheriff, the Employer agrees to reimburse the employees assigned to “plain clothes” the actual cost of the clothes items, up to the six hundred dollar (\$600.00) maximum, upon the proper submission to the Employer of a receipt showing the purchase of the item.

ARTICLE 22
INSURANCE

Section 22.1 The Employer shall provide a policy that provides \$250,000.00 Major Medical Insurance coverage.

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

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

Section 22.2 The Employer agrees to provide, at no cost to the employee, a \$25,000.00 term life policy for bargaining unit employees.

Section 22.3 The Employer agrees to maintain and provide dental and optical insurance policies substantially equivalent to, and to be paid based upon, the same percentage of contribution that was in effect upon the adoption of this Agreement.

ARTICLE 23
WAGES

Section 23.1 All probationary Sergeants shall be paid a base hourly rate of pay that is at least five (5) percent greater than the base hourly rate of pay that is paid to a Deputy Sheriff at the top step of the wage scale for Athens County Deputy Sheriffs below the rank of Sergeant, or the base hourly rate paid to Detective 2(s), whichever is greater.

All non-probationary Sergeants shall be paid a base hourly rate of pay that is at least ten (10) percent greater than the base hourly rate of pay that is paid to a Deputy Sheriff at the top step of the wage scale for Athens County Deputy Sheriffs below the rank of Sergeant, or the base hourly rate paid to Detective 2(s), whichever is greater.

Lieutenants: All Lieutenants shall be paid a base hourly rate of pay that is at least five (5) percent greater than the base hourly rate of pay that is paid to non-probationary Sergeants, for the first twelve (12) months after promotion.

Thereafter, all Lieutenants shall be paid a base hourly rate of pay that is at least ten (10) percent greater than the base hourly rate of pay that is paid to non-probationary Sergeants.

Captains: All Captains shall be paid a base hourly rate of pay that is at least five (5) percent greater than the base hourly rate of pay that is paid to non-probationary Lieutenant, for the first twelve (12) months after promotion.

Thereafter, all Captains shall be paid a base hourly rate of pay that is at least ten (10) percent greater than the base hourly rate of pay that is paid to non-probationary Lieutenants.

Section 23.2 Employees who have completed a minimum of five (5) years of total continuous service with the Athens County Sheriff's Office shall receive a longevity pay supplement in addition to their regular base hourly rate of pay at the annual rate of One Hundred (\$100.00) Dollars for each year of service after the fifth (5th) year. The longevity pay supplement shall be calculated by multiplying the number of years of service in excess of five (5) years times One Hundred (\$100.00) Dollars, then dividing that amount by 2,080 to determine the amount added to the base hourly rate of pay. The longevity supplement shall be paid each pay period. The employee's last anniversary date of hire shall be used for computing years of service and longevity rate.

Section 23.3 The Employer agrees to adopt a resolution permitting the Athens County Auditor to pick-up through the salary reduction method the contributions of bargaining unit employees to the Public Employees Retirement System (PERS). The Employer shall then, if required by PERS, request approval from the Internal Revenue Service of the plan to ensure that such picked-up contributions are deductible from the employees' gross salaries for federal tax purposes.

Upon receipt of approval from PERS and/or a favorable IRS private letter ruling, if required, the Employer will request the Athens County Auditor to report the employees' contributions to the pension fund as picked up by the Employer. The Union agrees that this method of "pickup" is one which requires no additional outlay of monies by the Employer and agrees that the "pickup" shall not be effective until after the Employer receives approval from PERS and the favorable IRS ruling, if required.

Section 23.4 Employees shall be paid an additional fifteen cents (\$.15) per hour for all hours worked between 3:00 p.m. and 11:00 p.m. Employees shall be paid an additional twenty-five cents (\$.25) per hour for all hours worked between 11:00 p.m. and 7:00 a.m. Such amount shall be added to the regular hourly rate.

ARTICLE 24

DRUG/ALCOHOL TESTING

Section 24.1 Drug/alcohol testing may be conducted on employees upon reasonable suspicion. Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern or abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Information provided either by reliable and credible sources or independently corroborated;
- E. Evidence that an employee has tampered with a previous drug test;
- F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Section 24.2 Initial tests shall be made by a medical professional or institution qualified to administer such tests. Confirmatory drug screening tests shall be conducted by medical laboratories meeting the standards of the National Institute of Drug Abuse and the National Institute of Health. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in three (3) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article.

Section 24.3 Alcohol testing shall be done in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in this Article.

Section 24.4 The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. A representative from the bargaining unit shall have a right of access to the results upon request of the Employer, with the employee's consent. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

Section 24.5

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

Section 24.6 A list of three (3) testing laboratories or facilities shall be maintained by the Employer. These laboratories shall conduct any testing directed by the Employer.

Section 24.7 If after the testing required above has produced a positive result, the Employer may require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. Discipline allowed by the positive findings provided for above shall be deferred pending rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee shall be returned to his former position. Such employee may be subject to periodic retesting upon his return to his position for a period of one (1) year from the date of his return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay for a period not to exceed ninety (90) days.

Section 24.8 If the employee refuses to undergo rehabilitation or detoxification, or if he tests positive during a retesting within one (1) year after his return to work from such a program, the employee shall be subject to disciplinary action, including removal from his position and termination of his employment.

Section 24.9 Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

Section 24.10 The Employer may conduct four (4) tests on an employee during the one (1) year period after the employee has completed a rehabilitation or detoxification program as provided above.

Section 24.11 The provisions of this Article shall not require the Employer to offer a rehabilitation/detoxification program to any employee more than once.

Section 24.12 All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with State and/or Federal law.

ARTICLE 25 **SEVERABILITY**

Section 25.1 Should any portion of this Agreement contained herein be declared invalid by operation of law or by a court of competent jurisdiction, such invalidation of said part or portion shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In addition, within twenty (20) calendar days following the effective date of such declaration of

invalidity, the parties shall meet in an attempt to modify such provision to comply with the applicable law.

ARTICLE 26
WAIVER IN CASE OF EMERGENCY

Section 26.1 In case of a publicly declared emergency, defined as acts of God, or civil disorder declared by the President of the United States, the Governor of the State of Ohio, the Athens County Sheriff, or the Federal or State Legislature, the following conditions of this Agreement may be suspended by the Employer:

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

Section 26.2 Upon termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance[s]) had properly progressed.

ARTICLE 27
EMPLOYEE RIGHTS

Section 27.1 Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions will be the basis of such a charge. However, GARRITY warnings shall be given to the employee before he is ordered to participate in any investigation where applicable.

Section 27.2 Questioning or interviewing of an employee in the course of an internal investigation will be conducted at hours reasonably related to the employee's shift, unless operational necessities require otherwise. Interviewing sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. Such sessions shall not normally be tape recorded, however, in the event the Employer elects to record the session, the employee may also record such session.

Section 27.3 An employee will be informed of the nature of any investigation of himself at that time prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

Section 27.4 Complaints from third parties which may result in disciplinary action must be in writing and signed by the Complainant. There may be no disciplinary action commenced and no disciplinary action may be taken by the Sheriff as a result of an anonymous complaint.

Section 27.5 No employee shall be required to take a polygraph examination, voice stress analysis or any similar test as a condition of retaining employment, nor shall an employee be subject to discipline for refusal to take such a test.

ARTICLE 28

DONATION OF SICK LEAVE

Section 28.1 Immediate Family Defined: For purposes of this article only immediate family will carry the same definition as “immediate family” in the Family Medical Leave Article of this bargaining Agreement; i.e. which includes the employee, spouse, child, parent, or “in loco parentis”.

Section 28.2 Intent: Employees may donate accrued sick leave to a fellow Employee who is otherwise eligible to accrue and use sick leave and reports to the Athens County Commissioners or to an employee of another agency covered by the Athens County Personnel Policy Manual and has adopted a sick leave donation policy. The intent of the leave donation program is to allow Employees to voluntarily provide assistance to their coworkers who are in critical need of leave due to an extended catastrophic illness or injury of the Employee or a member of the Employee's immediate family.

Section 28.3 Neither donating Employees, receiving Employees nor the Union shall have the right to arbitrate any or all issues regarding the application of this article, Article 28 - Donation of Sick Leave.

Section 28.4 Definitions: For the purpose of this policy the following shall apply:

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

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

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

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

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

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

Transferor: the employee volunteering to donate their sick leave.

Section 28.5 Policy: Employees may donate accrued sick leave to a fellow employee who is otherwise eligible to accrue and use sick leave and reports to an Athens County Appointing Authority who is subject to this rule and pursuant to the provisions of Section 124.391 of the Revised Code. The intent of the leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to an extended serious health condition of the employee or a member of the employee’s immediate family.

Section 28.6 Hours Transferred: Any hours transferred shall be transferred at the rate of pay equal to that of the transferor unless the rate of pay of the transferee is less than that of the transferor, in which case the transfer shall be at the rate of pay of the transferee.

Section 28.7 Receiving Leave: An employee may receive donated leave equivalent up to the number of hours the employee is normally scheduled to work each pay period or the equivalent of the employee’s normal biweekly earnings, whichever is less, if the employee to receive donated leave or a member of the employee’s immediate family has a serious health condition and the employee:

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

Section 28.8 Donating Leave: Employees may donate leave if the donating employee:

- A. is not a member of the receiving employee’s immediate family as defined in Section 28.4 above;
- B. voluntarily elects to donate sick leave and does so with the understanding that donated leave will not be returned;
- C. donates a minimum of hours equivalent to one (1) of the donor’s regularly scheduled workdays, and a maximum of eighty (80) hours in one (1) donor day increments, subject to a maximum eighty (80) hour annual (based on calendar year) donation to any/all employees measured;
- D. retains a sick leave balance of at least eighty (80) hours;
- E. completes an “Application to Donate Leave” form.

Section 28.9 Administration: The sick leave donation program shall be administered on a pay period to pay period basis. The Athens County Sheriff and the Athens County Auditor shall

review the Application to Receive Donated Sick Leave and the Application to Donate Sick Leave to assure compliance with Sections 28.7 and 28.8 of this policy. Donations of sick leave will be recorded in the order of their submission, and will not be considered actually donated nor be deducted from the transferor's balance or credited to the transferee's balance until the pay period such leave is actually used. Unused donation applications shall be returned to the transferor. Employees using donated leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Vacation and sick leave accrued by an employee while using donated sick leave shall be used, if necessary, in the following pay period before additional donated sick leave may be received. Donated sick leave shall be considered sick leave but shall never be converted into a cash benefit. The Athens County Auditor shall maintain such records as are necessary for the administration of this program.

Section 28.10 Certification: Employees who wish to donate sick leave shall certify:

- A. The name of the employee for whom the donated leave is intended;
- B. The number of hours to be donated;
- C. That the employee will have a minimum sick leave balance after donation of at least eighty (80) hours;
- D. That the sick leave is donated voluntarily and the employee understands that the donated leave will not be returned.

Section 28.11 Confidentiality: Appointing Authorities shall ensure that no employees are forced to donate leave. Appointing Authorities shall respect an employee's right to privacy, however Appointing Authorities may, with the permission of the employee who is in need of leave or a member of the employee's immediate family, inform employees of their coworker's critical need for leave donations from employees. The donation of sick leave shall occur on a strictly confidential and voluntary basis.

Section 28.12 Applications: Employees wishing to donate or receive donated sick leave may pick up applications from the Athens County Sheriff.

ARTICLE 29

APPLICATION OF CIVIL SERVICE

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

Section 29.2 It is expressly understood that the Ohio Department of Administrative Services and the Ohio Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

Section 29.3 For purposes of example, and in no way to be construed as all inclusive or a limitation of Sections 29.1 and 29.2 above, in accordance with the provisions of 4117.10 (A) ORC, the following contract articles and/or sections thereof specifically supersede and/or prevail over those subjects described in the Ohio Revised Code and/or Ohio Administrative Code, as follows:

<u>Contract Article</u>	<u>Supersedes/Prevails Over</u>
Article 10, Discipline	ORC 124.03, 124.34 OAC 124:1-31-01 through 124:1-31-04
Article 12, Probationary Period	ORC 124.27 OAC 123:1-19-01 through 123:1-19-05
Article 13, Seniority	ORC 124.321 through 124.328
Article 14, Layoff & Recall	ORC 124.32, 124.321 through 124.328 OAC 123:1-41-01 through 123:1-41-23
Article 16, Hours of Work and Overtime	ORC 4111.03
Article 17, Holidays	ORC 325.19
Article 18, Vacations	ORC 9.44, 325.19
Article 19, Sick Leave	ORC 124.38 through 124.387; 124.39, 124.391
Article 20, Leaves and Leaves of Absence	ORC 124.387, 124.135 OAC 123:1-34-01, 123:1-34-08, 123:1-34-09; 123:1-34-03
Article 27, Employee Rights	ORC 123.34

ARTICLE 30
FIREARM UPON RETIREMENT

Section 30.1 Upon retirement with twenty (20) years continuous service at the time of separation from the Sheriff’s Office through the applicable public employees’ retirement system, employees shall be entitled to purchase their Sheriff’s Office issued side arm weapon and badge from the Sheriff’s Office for the price of one dollar (\$1.00). The employee shall have the option

of having the side arm engraved with the employee's name and dates of service at the Sheriff's Office expense. Such engraving shall not require any modifications to the gun.

ARTICLE 31
DURATION OF AGREEMENT

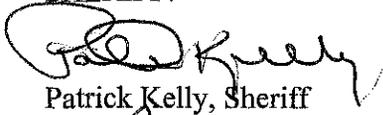
Section 31.1

- A. Except as otherwise provided herein, this Agreement shall be effective beginning January 1, 2014 and shall remain in full force and effect until 12:00 Midnight, December 31, 2016. Written notice of the intent to negotiate a successor Agreement shall be given no earlier than ninety (90) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by email. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent to negotiate.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.
- C. This Agreement supersedes all previous agreements (either written or oral) between the Sheriff, its employees, and the Union.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives
this _____ day of _____, 2014.

FOR THE ATHENS COUNTY
SHERIFF:



Patrick Kelly, Sheriff



Lenny Eliason, Commissioner

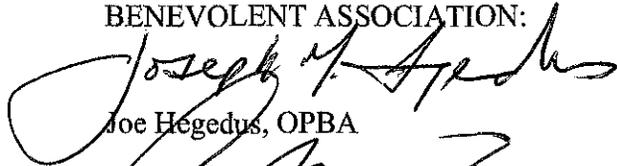


Chris Chmiel, Commissioner

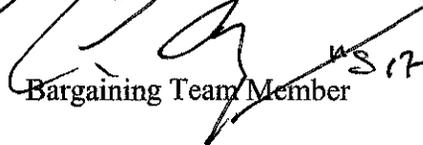


Charles Adkins, Commissioner

FOR THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION:



Joe Hegedus, OPBA

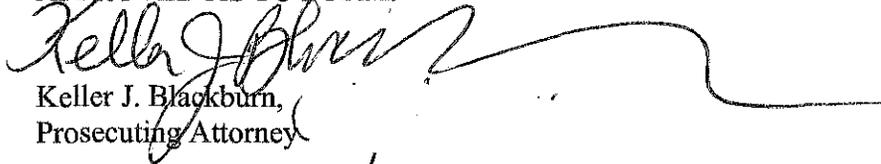


Bargaining Team Member

Bargaining Team Member

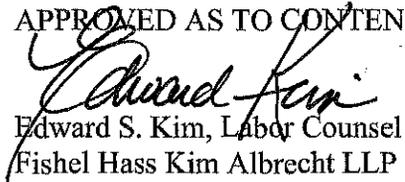
Bargaining Team Member

APPROVED AS TO FORM:



Keller J. Blackburn,
Prosecuting Attorney

APPROVED AS TO CONTENT:



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