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AN AGREEMENT

BETWEEN

GEAUGA COUNTY SHERIFF'S OFFICE

AND

**THE OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION**

Effective January 1, 2014 to December 31, 2016

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ARTICLE 1
PREAMBLE

Section 1 This Agreement is hereby entered into by and between the Geauga County Sheriff's Office, hereinafter referred to as "the Employer", and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as "the OPBA".

ARTICLE 2
PURPOSE AND INTENT

Section 1 The Agreement between the Employer and OPBA, which was reached through good faith negotiations has as its purpose the promotion of harmonious relations between the Employer and the OPBA, the establishment of an equitable and peaceful procedure for the resolution of differences, the establishment of rates of pay, hours of work and fringe benefits and the mutual agreement of other conditions of employment.

Section 2 The Employer and the OPBA mutually strive to accomplish the mission of the Geauga County Sheriff's Office which is to serve the Courts and the people of Geauga County in the most efficient and equitable way possible, providing, where appropriate, law enforcement, corrections (jail), communications, records, investigations, and civil process services.

ARTICLE 3
RECOGNITION

Section 1 The Employer agrees that it recognizes the OPBA as exclusive representative for negotiating wages and salaries, hours of work, and other terms and conditions of employment for all Law Enforcement Deputies, Law Enforcement Sergeants, Communications Officers (Dispatchers), Correctional Officers, Correctional Sergeants, Records Clerks, Records Supervisor, Communications Sergeant, Special Services Deputies, Victim Advocates, Inmate Worker Supervisor, and Food Service employees (Cooks), Food Service Supervisor of the Geauga County Sheriff's Office, excluding all part-time, seasonal, temporary and probationary employees.

Section 2 Labor-Management Committee – A Labor-Management Committee shall be established annually to discuss matters of mutual concern within the Office. The Committee shall consist of elected OPBA officers and members of the Employer Management Team. The Committee shall meet on a quarterly basis or more often if jointly determined. Any bargaining unit member shall be permitted to attend such meetings.

Section 3 In the event that a new position is created within the Office, the Employer shall determine whether the new position will be included in or excluded from the bargaining unit and shall so advise the Local OPBA representative, in writing, within thirty (30) calendar days. If the OPBA disputes the Employer's determination of the bargaining unit status, the parties shall

meet within seven (7) calendar days from the OPBA's notification to the Employer, unless extended by mutual agreement.

If the parties agree on the determination, it shall be implemented as agreed by the Employer and the OPBA. If the parties do not agree, the position shall be subject to challenge by the OPBA to the State Employment Relations Board (SERB) pursuant to Chapter 4117 of the Ohio Revised Code and the SERB rules and regulations.

ARTICLE 4 **DUES DEDUCTION**

Section 1 During the term of this Agreement, the Employer shall request the County Auditor to deduct initiation fees, assessments levied by the OPBA and the regular monthly OPBA dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

No new authorization forms will be required from any employees in the Geauga County Sheriff's Office for whom the Employer is currently deducting dues.

Section 2 The initiation fees, dues or assessments so deducted shall be in the amounts established by the OPBA and authorized by the employee from time to time in accordance with its Constitution and Bylaws. The OPBA shall certify to the County Auditor the amounts due and owing from the employees involved.

Section 3 The Employer shall request the County Auditor to deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date such amounts shall be deducted from the next or subsequent pay.

Section 4 The Employer shall request the County Auditor issue a check in the amount of the total dues withheld from these employees authorizing a dues deduction to be tendered to the Treasurer of the OPBA within thirty (30) days from the date of making said deductions.

Section 5 The OPBA hereby agrees to hold the Employer and the County Auditor harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the OPBA shall indemnify the Employer and the County Auditor for any such liabilities or damages that may arise.

ARTICLE 5 **PROBATIONARY PERIOD**

Section 1 All newly hired employees will be required to serve a probationary period of one (1) year, commencing with date of hire. During the last half of the probationary period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such

action shall not be appealable through any grievance or appeal procedure contained herein or to any other forum, legal or administrative, including but not limited to Civil Service.

Section 2 All newly promoted employees will be required to serve a promotional probationary period of one (1) year. During the last half of the probationary period, the Employer shall have the sole discretion to demote such employee(s) to his previous position and any such demotion shall not be appealable through any grievance or appeal procedure contained herein or to any other forum, legal or administrative, including, but not limited to Civil Service.

Section 3 If any employee is discharged or quits while on probation and is later rehired, he shall be considered a new hire employee.

ARTICLE 6 **AGENCY SHOP**

Section 1 All members of the bargaining unit, as identified in Article III, Section 1 of this Agreement, shall either (1) maintain their membership in the OPBA, (2) become members of the OPBA, or (3) pay a service fee to the OPBA in an amount equivalent to the annual dues for membership in the OPBA, all in accordance with Ohio Rev. Code Sec. 4117.09.

Section 2 In the event that a service fee is to be charged to a member of the bargaining unit, the Employer shall request the County Auditor to deduct such fee in the same manner as dues are deducted as specified in Article IV of this Agreement, entitled "Dues Deduction".

Section 3 Any member of the bargaining unit shall have the right to object to the expenditure of a portion of his dues money for ideological or political activities or causes. A member may perfect his objection to the expenditure of a portion of his dues money for said activities or causes by individually notifying the OPBA of such objection by registered or certified mail; provided, however, that such objection shall be timely only during the first fourteen (14) days of bargaining unit membership and during the first fourteen (14) days following each anniversary of said membership. If an objecting member is dissatisfied with the approximate proportional allocation made by the OPBA, he may appeal said determination directly to the Executive Board of the OPBA. Any portion of dues money rebated shall be donated by the Union to a recognized charitable institution.

ARTICLE 7 **MANAGEMENT RIGHTS**

Section 1 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees for just cause; 2) determine the number of persons required to be employed, laid off, or discharged for just cause; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any

and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) transfer work; 14) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; 15) terminate or eliminate all or any part of its work or facilities.

Section 2 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure herein contained.

ARTICLE 8 **DISCIPLINARY PROCEDURE**

Section 1 This procedure shall apply to all non-probationary employees covered by this Agreement.

Section 2 All employees shall have the following rights:

- a. An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure.
- b. No recording device or stenographic or other record shall be used during questioning unless the Union is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, at no cost, within seven (7) work days after the request was received by the Employer.
- c. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

Section 3 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the terms of this Agreement and the employee's employment shall be terminated.

Section 4 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible.

Section 5 Where the Sheriff seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

Section 6 Discipline shall not be implemented until either:

- a. the matter is settled,
- b. the employee fails to file a grievance within the time frame provided by this procedure, or
- c. the decision at Step 3 of the grievance procedure is rendered.

Section 7 The Notice of Discipline served on the employee shall be accompanied by a written statement that:

- a. the employee has a right to object by filing a grievance within five (5) working days of receipt of the Notice of Discipline;
- b. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
- c. the employee is entitled to representation by a Union representative at every step of the proceeding;

Section 8 The following administrative procedures shall apply to disciplinary actions:

- a. The Sheriff, the employee involved, and the Union are encouraged to settle disciplinary matters informally. All parties shall extend a good faith effort to settle the matter at the earliest possible time. The Sheriff is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the Sheriff may offer a proposed disciplinary penalty. The employee must be advised before meeting that she/he is entitled to representation by the Union during the initial discussion.
- b. If a mutually agreeable settlement is not reached at this informal meeting the Sheriff will, within five (5) working days, prepare a formal Notice of Discipline and present it to the employee and the Union. If no informal meeting is held, the Sheriff may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.
- c. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the appointing authority, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) working days from receipt of the Notice of Discipline.

Section 9 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights shall be deemed waived

Section 10 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative or to decline any such representation. In the event any employee declines Union representation, the Union shall have a right to be present. A settlement entered into by an employee or the Union on his behalf shall be final and binding on all parties. The Union shall be notified of all settlements.

Section 11 An employee may be suspended with pay at any time during the process if the Sheriff, at its sole discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations. A suspension without pay, termination or demotion may be imposed pursuant to the provisions of Section 6.

Section 12 Any suspension without pay shall be in hourly increments. To accommodate the twelve (12) hour shift, suspension would be cited in the number of hours, as opposed to the number of days for which the employee will lose pay.

Section 13 The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g., suspensions, demotions or discharge) to any Civil Service Commission.

ARTICLE 9

EMPLOYEE RIGHTS

Section 1 The present Employee Complaint Policy of the Geauga County Sheriff's Office Policy and Procedure manual shall remain in full force and effect for the duration of this Agreement.

a.) All complaints against employees which may involve discipline of the employee shall normally be investigated within ninety (90) days and either corroborated or found to be without merit, in accordance with Department Policy and Procedures. This ninety (90) day period may be extended in extenuating circumstances. The Employer will reduce the complaint to writing and furnish a copy of the complaint to the employee against whom the complaint has been filed when such employee is notified of the investigation.

Section 2 Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the basis of such a charge.

Section 3 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. Interrogation 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 4 An employee will be informed of the nature of any investigation of himself 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 5 An employee may reasonably request an opportunity to review his personnel file, add memoranda to the file clarifying any documents contained in the file. A request for copies of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

- a. Nothing of a disciplinary or performance based nature shall be placed in the employee's personnel file without the employee's knowledge.
- b. When a public records request is made for an employee's records, the Employer shall provide the employee with a copy of such request as closely as possible to the time the request was made. In the event the request is made verbally, the Employer shall reduce the request to writing and provide the employee with a copy.
- c. When complaints are unfounded, they shall not be included in the personnel file, "tickler file", or disciplinary file, and shall not be used in any disciplinary proceeding or in making promotion decisions.
- d. The parties shall continue their past practices of "cleansing" employees' tickler file upon the completion of employees' evaluations.

Section 6 If, in the course of an internal investigation, an employee has been given a polygraph examination and/or computer voice stress analysis, such examination results shall not be used against such employee, in any subsequent criminal or civil proceeding, however such examination results may be used in administrative proceedings. Polygraph testing and/or computer voice stress analysis shall only be done by an outside agency and at the Employer's expense.

Section 7 Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters under the following time frames:

Written or verbal reprimands	6 months
Suspensions of less than 3 days	12 months
Suspensions of 3 days or more	24 months

providing that there are no intervening disciplinary actions taken during that time period. The reprimand or record of suspension shall exist for reference through the subsequent evaluation period.

Section 8 Records of disciplinary action that no longer have force and effect pursuant to Section 7, above, shall, upon request of the employee, be removed from his or her personnel file and be expunged.

Should an employee dispute any of the contents of his personnel file, he may attach a written rebuttal to the disputed item for inclusion into the file.

Section 9 Any employee who may be subject to disciplinary action, the primary basis of which was generated by a citizen complaint, shall be entitled to a copy of such complaint prior to the implementation of disciplinary action. Unsigned and/or anonymous complaints shall not form the sole basis of disciplinary action.

ARTICLE 10 **NO STRIKE/NO LOCKOUT**

Section 1 The Employer and the OPBA agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the OPBA to avoid work stoppages and strikes.

Section 2 Neither the OPBA nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. A breach of this Section may be grounds for discipline. The OPBA shall not be held liable for the unauthorized activity of the employees it represents or its members, who are in breach of this Section, provided that the OPBA meets all of its obligations under this Article.

Section 3 The OPBA shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

In the event of a violation of the "no-strike" clause, the OPBA shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer is in violation of this Agreement, unlawful and not sanctioned or approved of by the OPBA. The OPBA shall advise the employees to return to work immediately.

Section 4 The Employer shall not lock out any employees for the duration of this Agreement.

ARTICLE 11
ASSOCIATION REPRESENTATION

Section 1 The parties recognize that it may be necessary for an employee representative of the OPBA to leave a normal work assignment while acting in the capacity of representative. The OPBA recognizes the operational needs of the Employer and will attempt to keep the time lost from work by representatives to a minimum. Before leaving an assignment pursuant to this Section, the representative must obtain approval from the Sheriff and/or designee. The Employer will compensate a representative at the normal rate for the time spent in the good faith processing of grievances, at any meetings at which the Employer requests a representative to be present. Directors negotiating during hours they are scheduled to work will not lose pay (applicable to one Director from each Division).

Section 2 The union shall designate two (2) directors and one (1) steward from each bargaining unit. Directors/Stewards shall be allowed a reasonable amount of time away from their regular duties to administer the Agreement. Upon entering any work area other than their own and prior to engaging in any director/steward duties, the director/steward shall report to the supervisor of the work area. He shall identify the nature of the activity he is to perform. Reasonable diligence will be exercised in performing their duties so that they do not interfere with the operational needs of the Employer.

The director/steward shall be released from their duties at no loss of pay, seniority, or benefits. The OPBA representative, director or stewards shall have reasonable visitation privileges to posts and work stations for purposes of administering this Agreement, provided that its privilege will be exercised in a manner so as not to unreasonably interfere with the operations and the duties of the employees.

ARTICLE 12
GRIEVANCE PROCEDURE

Section 1 Every employee shall have the right to present his grievance in accordance with the Procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except at Step 1, shall have the right to be represented by the Union at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 2 For the purposes of this procedure, the below listed terms are defined as follows:

- a. Grievance – A “grievance” shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- b. Grievant – The “grievant” shall be defined as any employee, group of employees within the bargaining unit, or the OPBA.
- c. Party in Interest – A “party in interest” shall be defined as any employee of the Employer named in the grievance who is not the grievant.

- d. Days – A “day” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

Section 3 The following procedures shall apply to the administration of all grievances filed under this procedure.

- a. Except at Step 1, all grievances shall include the name and position and signature of the grievant, the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant.
- b. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant.
- c. If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- d. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the OPBA, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- e. The grievant may be represented only by the Union at any step of the grievance procedure after Step 1.
- f. The Grievance and Arbitration Procedures herein contained shall be the sole and exclusive procedures for disputes concerning any type of discipline or discharge actions.
- g. The time limits provided herein shall be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically proceed to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- h. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 4 All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

Step 1:

An employee who has a grievance shall notify his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Supervisor will schedule an informal meeting with the employee and his representative, if the representative's presence is requested by the employee, within five (5) days of the date of the notice by the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

Step 2:

If the dispute is not resolved informally at Step 1, it shall be reduced to writing by grievant and presented as a Grievance to the Sheriff or his designee within five (5) days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the employee an answer. The Sheriff or his designee shall give his answer within five (5) days of the meeting.

Step 3:

If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Sheriff within five (5) days from the date of the rendering of the decision at Step 2. Copies of the written decision shall be submitted with the appeal. The Sheriff or his designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant, his OPBA representative, and any other party necessary to provide the required information for the rendering of a proper decision. The Sheriff or his designee shall issue a written decision to the employee and his OPBA representative within fifteen (15) days from the date of the hearing. If the Union is not satisfied with the decision at Step 3, it may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

Section 5 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 each step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided shall be considered resolved based upon Management's last answer.

Section 6 Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level from which it originates.

ARTICLE 13

ARBITRATION PROCEDURE

Section 1 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 3, the Union may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator, from the permanent panel established herein below. If such agreement is not reached, then the panel members' names will be stricken alternately until one (1) name remains who shall be designated the arbitrator to hear the grievance in question.

Section 2 The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

Section 3 The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

Section 4 The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 5 An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of a subpoena and shall be compensated at his regular hourly rate for all hours during which his attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed five (5) employees.

Section 6 The arbitrator's decision and award will be in writing and delivered within thirty (30) calendar days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

Section 7 There is hereby created a permanent panel of arbitrators to be used for the selection of arbitrators pursuant to this Arbitration Procedure. Those individuals placed on this panel shall be: 1) James Mancini; 2) Robert Stein; 3) David Pincus; 4) Nicholas Duda; 5) Virginia Wallace Curry; 6) Charles Adamson; 7) Mary Jo Schiavoni; 8) Stewart Savage; and 9) Nels Nelson

Section 8 No arbitrator may be utilized two times consecutively unless by mutual agreement of the parties or if selected through the alternate strike method.

ARTICLE 14 **NON-DISCRIMINATION**

Section 1 The Employer and the OPBA agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age or sex.

Section 2 The OPBA expressly agrees that membership with the OPBA is at the option of the employee and that it will not discriminate with respect to representation between members and nonmembers.

ARTICLE 15
GENDER AND PLURAL

Section 1 Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 16
HEADINGS

Section 1 It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article nor affect any interpretation of any such Article.

ARTICLE 17
OBLIGATION TO NEGOTIATE

Section 1: The Employer and the OPBA acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2: Therefore, for the life of this Agreement, the Employer and the OPBA each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 18
RULES AND REGULATIONS

Section 1: Work Rules. The Employer shall ensure that all current permanent work rules, policies and procedures are reduced to writing and made available to all bargaining unit members.

Section 2: New Work Rules. The Employer agrees that new work rules adopted after the effective date of this Agreement shall be reduced to writing and provided to all bargaining unit members in advance of their enforcement. If the new rule is intended to replace or supersede a

previous rule, in whole or in part, it shall be so noted in the new rule. Proposals for policy, procedure, rule and regulation changes shall be reviewed by administrative staff and the OPBA director on a monthly basis according to the schedule set forth in General Order No. 98-001.

Section 3: Effect of Work Rules. A work rule or policy that is in violation of this Agreement shall be the proper subject of a grievance, as is a work rule or policy not having been applied uniformly to all employees. No employee shall be disciplined for an alleged violation of a work rule which has not been promulgated as set forth in Section 1 and/or 2 of this Article. This Section shall not be construed to absolve an employee from adhering to the oral directive of a supervisor.

ARTICLE 19
COMPENSATION

Section 1: During calendar year 2014, 2015 and 2016 of this Agreement, full-time Kitchen Employees (Cooks) shall be paid in accordance with the following hourly schedule:

Years of Service	1/1/14	1/1/15	1/1/16
Start	\$13.80	\$14.22	\$14.64
After 1 year	\$14.85	\$15.30	\$15.76
After 2 years	\$15.88	\$16.36	\$16.85
After 3 years	\$16.56	\$17.05	\$17.56

Section 2: During calendar year 2014, 2015 and 2016 of this Agreement, Clerks shall be paid in accordance with the following hourly wage schedule:

Years of Service	1/1/14	1/1/15	1/1/16
Start	\$14.43	\$14.87	\$15.31
After 1 year	\$15.17	\$15.63	\$16.10
After 2 years	\$16.23	\$16.72	\$17.22
After 3 years	\$17.26	\$17.78	\$18.32

Section 3: During calendar year 2014, 2015 and 2016 of this Agreement, Communications Officers shall be paid in accordance with the following hourly schedule:

Years of Service	1/1/14	1/1/15	1/1/16
Start	\$16.84	\$17.34	\$17.86
After 1 year	\$18.52	\$19.07	\$19.65
After 2 years	\$20.56	\$21.18	\$21.82
After 3 years	\$22.76	\$23.44	\$24.15

Section 4: During calendar year 2014 of this Agreement, full-time Kitchen Supervisors (Cook) shall be paid in accordance with the following hourly schedule:

Years of Service	1/1/114	1/1/15	1/1/16
Start	\$18.22	\$18.76	\$19.33
After 1 year	\$18.56	\$19.12	\$19.69
After 2 years	\$19.05	\$19.62	\$20.21

Section 5: During calendar year 2014 of this Agreement, Correctional Officers shall be paid in accordance with the following hourly schedule:

Years of Service	1/1/14	1/1/15	1/1/16
Start	\$19.42	\$20.00	\$20.60
After 1 year	\$20.18	\$20.78	\$21.41
After 2 years	\$23.20	\$23.90	\$24.61
After 3 years	\$26.21	\$27.00	\$27.81

Section 6 During calendar year 2014 of this Agreement, Special Service Deputies shall be paid in accordance with the following hourly wage schedule:

Years of Service	1/1/14	1/1/15	1/1/16
Start	\$20.38	\$20.99	\$21.62
After 1 year	\$21.19	\$21.82	\$22.48
After 2 years	\$24.36	\$25.09	\$25.84
After 3 years	\$27.51	\$28.33	\$29.18

Section 7 During calendar year 2014 of this Agreement, Victim Advocates shall be paid in accordance with the following hourly schedule:

Years of Service	1/1/14	1/1/15	1/1/16
Start	\$20.38	\$20.99	\$21.62
After 1 year	\$21.19	\$21.82	\$22.48
After 2 years	\$24.36	\$25.09	\$25.84
After 3 years	\$27.51	\$28.33	\$29.18

Section 8 During calendar year 2011 of this Agreement, Inmates Worker Supervisor shall be paid in accordance with the following hourly schedule:

Years of Service	1/1/11
Start	\$19.02
After 1 year	\$19.77
After 2 years	\$22.73
After 3 years	\$25.67

Section 9 During calendar year 2014 of this Agreement, Law Enforcement Deputies shall be paid in accordance with the following hourly schedule:

Years of Service	1/1/14	1/1/15	1/1/16
Start	\$25.00	\$25.75	\$26.52
After 1 year	\$27.42	\$28.25	\$29.09
After 2 years	\$28.17	\$29.02	\$29.89
After 3 years	\$31.09	\$32.02	\$32.98

Section 10 During calendar year 2014 of this Agreement, Communications Sergeants shall be paid in accordance with the following hourly wage schedule:

Years of Service	1/1/14	1/1/15	1/1/16
Start	\$25.02	\$25.77	\$26.55
After 1 year	\$25.35	\$26.11	\$26.90
After 2 years	\$26.17	\$26.95	\$27.76

Section 11 During calendar year 2014 of this Agreement, Correctional Sergeants shall be paid in accordance with the following hourly wage schedule:

Years of Service	1/1/14	1/1/15	1/1/16
Start	\$28.84	\$29.70	\$30.59
After 1 year	\$29.35	\$30.23	\$31.14
After 2 years	\$30.14	\$31.05	\$31.98

Section 12 During calendar year 2014 of this Agreement, Law Enforcement Sergeants shall be paid in accordance with the following hourly wage schedule:

Years of Service	1/1/14	1/1/15	1/1/16
Start	\$34.21	\$35.23	\$36.29
After 1 year	\$34.82	\$35.86	\$36.94
After 2 years	\$35.74	\$36.81	\$37.91

Original appointment to any position shall be made at the lowest step within the salary range, however, the Sheriff may make an appointment above the lowest step based on an employee's qualifications and experience over and above the minimum qualifications specified in the class.

Section 13 All full-time employees hired on or subsequent to January 1, 2004, or having previously been employed by the Geauga County Sheriff Department, shall have only those periods of full-time service as a law enforcement officer with the Employer counted as "years of service" for the purpose of determining the level of compensation they are to receive in accordance with the above schedule.

Section 14 Upon execution, an employee specifically assigned as an "officer-in-charge", "shift supervisor", or supervisory position, will be compensated at the regular rate of pay assigned to the supervisory position for the time an employee actually works such supervisory position. (Compensation at the rate for a probationary supervisor.) In the absence of an on duty

Sergeant, a Deputy will be specifically assigned by the sheriff or his designee an "Officer-in-Charge" and will be paid the rate of the probationary Sergeant. This OIC requirement will not apply to Records, Court Services, Detectives, Jail Kitchen or Fleet Operations. Deputies may apply for consideration as OICs at the time of shift bidding by stating that they will accept full responsibility in regard to the supervision of their subordinates.

Section 15 Any employee designated and performing the duties of a field Training Officer (FTO) or a Communication Training Officer or a Corrections training Officer shall receive \$2.00 per hour for each hour that he/she works as an FTO or a Communication Training Officer, or a Corrections Training Officer.

Section 16 Pension pick-up via the salary reduction method shall be continued.

ARTICLE 20 **LONGEVITY**

Section 1 All employees shall receive longevity payments after the completion of the required length of full-time service pursuant to the following schedule, except as modified in Section 3, below:

Upon Completion of	Annual Amount
3 years	\$0
4 years	\$0
5 years	\$500
6 years	\$600
7 years	\$700
8 years	\$800
9 years	\$900
10 years	\$1000
11 years	\$1100
12 years	\$1200
13 years	\$1300
14 years	\$1400
15 years	\$1500
16 years	\$1600
17 years	\$1700
18 years	\$1800
19 years	\$1900
20 years	\$2000
21 years	\$2100
22 years	\$2200
23 years	\$2300
24 years	\$2400
25 years	\$2500
26 years	\$2600

27 years	\$2700
28 years	\$2800
29 years	\$2900
30 years	\$3000

Section 2: Payment for longevity shall be calculated based upon the employee's length of service on January 1st of each year. Pay for longevity shall be added to and shall become a part of the employee's base hourly rate.

ARTICLE 21
DUTY HOURS

Section 1: The regular payroll period for all employees of the Employer covered by this Agreement will be eighty (80) hours. The pay period is two weeks (14 days) beginning at 0001 Sunday and ending at 2359 Saturday.

Section 2 No employee shall be required to work split days off, unless the employee agrees.

ARTICLE 22
OVERTIME PAY AND COURT

Section 1 All employees, whether regularly assigned to work eight (8) hour days, ten (10) hour days or twelve (12) hour days, shall be subject to a fourteen (14) day work period and shall be paid time and one-half for all hours in pay status in excess of eighty (80) hours, when approved by the Sheriff.

Section 3: Employees called into work or appearing in court on behalf of the Employer for a time period of less than four (4) hours when the employee is not on duty, shall be compensated not less than four (4) hours subject to the election of the method in which compensation is to be received, as set forth within Section 1 of this Article, and any time worked over four (4) hours is to be compensated at one and one-half (1 1/2) times the regular hourly rate.

Section 4: An employee regularly assigned to an eight (8) hour shift cannot be ordered to work more than twelve (12) hours; a ten (10) hour shift, thirteen (13) hours; and a twelve (12) hour shift, fourteen (14) hours, in a twenty-four (24) hour period except in emergencies and shift changes, and unless the employee agrees to work more than a normal eight (8) hour, ten (10) hour, or twelve (12) hour shift, whichever is applicable.

Section 5: a) Overtime work, except as set forth in paragraph b), below, shall be compensated, at the employee's election, either at (a) the rate of one and one-half (1 1/2) times the employee's regular hourly rate (double time for overtime on Holidays) or (b) compensatory time computed at the same rate, which may be accumulated to a maximum of eighty (80) hours. Once the employee has accumulated eighty (80) hours of compensatory time, the Sheriff may

require that employee to utilize up to forty (40) hours as time off at a time convenient to the Employer.

b) The Employer may designate overtime, except holiday work (Art. 27, Sec. 1) or a pre-scheduled court appearance by subpoena, as either pay or compensatory time when such overtime is scheduled not less than thirty (30) minutes prior to time it is to occur. At that point, the employee may elect to work such time as it has been designated by the Employer, or to reject it, at which time another employee may be offered the time.

c) Any employee ordered to work overtime shall have the option of cash or compensatory time.

d) The parties agree that this provision (5b)) may be re-opened for further modification, if the parties so determine, upon the Sheriff's receipt of his 2005 budget, but not later than April 2005. Such re-opener may be completed pursuant to SERB's Negotiation Procedure.

Section 6: At Article 31, Funeral Leave, Section 1, a "day" shall be considered a work day, based upon that employees schedule.

Section 7: During the two (2) week pay period, deputies assigned to the twelve (12) hour shift will be required to work one (1) eight (8) hour day during the pay period. The eight (8) hour day will be determined by the Sergeant or OIC.

Section 8: In service and training and career development courses, on a case by case basis, shall be adjusted to an eight (8) hour day, forty (40) hour week. Adjustment shall be made by the sergeant or the OIC based on course length and travel time.

ARTICLE 23

SENIORITY

Section 1: Departmental Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Geauga County Sheriff's Office. In Grade Seniority shall be defined as an employee's uninterrupted length of continuous employment in a particular classification position. A probationary employee shall have no seniority until he satisfactorily completes the probationary period, which will be added to his total length of continuous employment.

An employee's seniority shall be terminated when one or more of the following occur:

- a. He resigns;
- b. He is discharged for just cause;
- c. He is laid-off for a period of time exceeding twenty-four (24) months;
- d. He retires;

- e. He fails to report for work for more than three (3) working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority;
- f. He refuses to recall or fails to report to work within five (5) working days from the date the Employer sends the employee a recall notice.

Section 2 If two (2) or more employees are hired or appointed on the same date, their relative in grade seniority shall be determined by departmental seniority and if the same then by the drawing of lots.

Section 3 In grade seniority shall also be used in all other applications in determining priority between two (2) or more employees, except in layoff and recall situations, wherein departmental seniority shall govern.

Section 4 The schedule of shifts for each bargaining unit member shall be determined by a bidding process that will be conducted two (2) times per year during the month of December for a schedule that will be effective on the first Sunday of the first pay period in January and during the month of June for a schedule that will be effective on the first Sunday of the first pay period of July. All shifts and days off for employees in a particular division shall be posted on a schedule and then be awarded on the sole basis of in grade seniority. Despite the foregoing, the Employer may change shift assignments for cause.

Section 5 Bargaining unit members are permitted to relinquish their position in favor of a lesser position and still retain their seniority. All such employees may not test for promotions until 2 years of taking the new position.

ARTICLE 24

LAYOFF AND RECALL

Section 1: Where, because of economy, consolidation or abolishment of functions, curtailment of activities or otherwise, the Employer determines it necessary to reduce the size of its workforce, reductions shall be made in accordance with the provisions hereinafter set forth. The Employer shall offer to meet with the Union at least twenty-four (24) calendar days before any notice of layoff. The purpose of such meeting is to discuss the impact of layoffs on bargaining unit employees and possible alternatives to layoffs.

All employees in the bargaining unit shall be offered a voluntary layoff before employees are laid off involuntarily. The employee must agree in writing as to the duration of the layoff before a voluntary layoff is effective. Any voluntary layoff shall be no less than thirty (30) days. A member who is on voluntary layoff has the right of refusal for call back, and such refusal shall not effect the member's right under Section 7.

Section 2: Employees within the bargaining unit shall be laid off according to their departmental seniority with the least senior being laid off first; providing that all temporary,

seasonal, part-time, and probationary employees within the affected bargaining unit are laid off first in the above respective order.

Section 3: Employee(s) who are laid off from one rank may displace (bump) another employee(s) with lesser departmental seniority in a lower rated rank within the same division.

Section 4: Employee(s) who are displaced (bumped) by a more senior employee shall be able to displace (bump) another employee with lesser seniority in a lower rated rank within the same division pursuant to the provisions of Section 3, above.

Section 5: In all cases where one employee is exercising his seniority to displace (bump) another employee his right to displace (bump) is subject to the condition that he is qualified for the position and able to perform the functions and duties of the position into which he is attempting to displace (bump), at the reasonable discretion of the Employer.

Section 6: At the end of the displacing (bumping) process, the employee who is displaced (bumped) and unable or chooses not to displace (bump) another employee pursuant to the above provisions shall be laid off. However, any employee may waive his right to displace (bump) another employee and accept the layoff.

Section 7: Recalls shall be in the inverse order of layoff and a laid off employee shall retain his right to recall for thirty-six (36) months from the date of his layoff. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail, return receipt. An employee who does not accept an offer of recall within forty-eight (48) hours of his receipt of a recall offer and who does not return to work within fourteen (14) days of his acceptance shall be considered to have resigned his position and forfeits all rights to employment with the employer. These time frames may be extended at the sole discretion of the Sheriff.

Section 8: Laid off employees shall be notified at least fourteen (14) days prior to layoff by certified letter. The notice shall contain the date of commencement of layoff. The union shall be given a copy of all layoff notices.

ARTICLE 25

HEALTH AND SAFETY

Section 1: The Employer agrees to take reasonable steps 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. This shall include, but not be limited to, car maintenance, replacement and schedule assignment.

Section 2: The Employer agrees to create the position of Safety Officer, whose general functions will include, monitoring, inspecting and reporting of the safety of facilities, working conditions, vehicles and other equipment. The filling of this position, training requirements, and the specific duties of the Safety Officer shall be determined by the Sheriff. The position of the

Safety Officer shall be a Union position. The Employer agrees to develop, with the bargaining unit, a safety committee to be comprised of two members of management and two members of the Union. Additional representatives shall be chosen by mutual consent of the four members. Said committee shall meet as frequently as deemed necessary by its members, but no less than once per quarter.

Section 3: The Employer agrees to take reasonable steps to provide adequate first-aid equipment to be in compliance with applicable OSHA regulations.

Section 4: Pursuant to the Employer's policy in effect at the time, any employee involved in a shooting incident shall have immediate access to a psychologist or psychiatrist for post shooting trauma counseling at no cost to the employee. The Employer shall assign the psychologist or psychiatrist of his choice.

Section 5: All bargaining members shall be subject to call-out. Call-out is defined as an Employer initiated contact requesting an employee to return to on-duty status subject to the employee's availability. All members who are available to respond to a call-out shall be required to do so in a timely fashion.

Each member whose call out response would require an on-scene response with specialized equipment shall be supplied with an appropriately equipped vehicle. Vehicles assigned to members who are subject to an on-scene response to a call-out shall take their vehicle home if they reside within ten (10) road miles of the Geauga County border. Vehicles shall be maintained in a state of readiness and prepared for call-out.

Exceptions to either of the above paragraphs shall be at the sole discretion of the Sheriff.

Members who will be unavailable for a call-out (i.e. extended leave) may be required to return their assigned equipped vehicle to the motor pool as deemed necessary by a staff officer.

Members, whose normal response to a call-out would be to go to a county facility, shall not require an assigned vehicle. With respect to the supplying of vehicles which the employees are required to operate while performing their duties required by their Employer, the Employer shall maintain it's fleet of Law Enforcement vehicles in accordance with the motion and guideline established by the Geauga County Board of Commissioner's on April 28, 2000. Patrol vehicles shall be replaced before they reach 100,000 miles. Support vehicles shall be replaced before they reach 150,000 miles.

Employer shall maintain a sufficient number of vehicles to meet the operational guidelines as set forth by the Geauga County Sheriff in his Policy and Procedures.

Section 6: Upon the opening of the new jail the Employer shall ensure that a minimum of three (3) uniformed, trained Law Enforcement Deputies are on duty at all times. These deputies shall provide an immediate response to life safety incidents within the jail. This special response team may be comprised of regular on-duty uniformed patrol deputies/sergeants or other on-duty law enforcement personnel, as assigned by the Sheriff.

ARTICLE 26
MATERNITY LEAVE

Section 1: Any employee who becomes pregnant shall, upon request made to the Employer, be granted leave to absent herself from work for maternity purposes. Each employee who requests such leave must submit a physician's certificate stating the probable period for which the employee will be unable to perform her duties.

Section 2: The employee must utilize any and all accrued paid leave, prior to obtaining a maternity leave of absence without pay. After accrued paid leaves are exhausted the employee shall be placed on maternity leave of absence without pay, not to exceed six (6) months, for the remainder of the time authorized by a physician. However, an employee may reserve not more than seventy-two (72) hours of sick leave for use upon return to full duty.

Section 3: At the expiration of six (6) months, additional unpaid personal leave may be granted to the employee upon the approval of the Employer. If the Employer has reason to believe an employee is unable to fulfill usual duties by reason of pregnancy, the Employer may request in writing, that said employee may begin sick leave, vacation leave, and/or maternity leave without pay, at the employee's option, at an earlier date than the employee selected. Should the employee refuse all of the above options, the Employer may place the employee on disability separation. Thirty (30) days after the termination of pregnancy, the employee shall submit a statement from her physician indicating the probable date of return to duty.

Section 4: Any employee whose spouse is pregnant shall be granted three (3) days off with pay upon the birth of the child. Such time shall be deducted from accrued sick time.

ARTICLE 27
HOLIDAYS

Article 1: All eligible members of the Geauga County Sheriff's Office shall receive the following eleven (11) paid holidays, eighty-eight (88) hours, off in each calendar year pursuant to the procedure set forth in this Article:

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

Section 2: Holidays may be taken within the year of when they are earned by requesting employees upon approval of the scheduling officer.

- a. Employees who use holidays in advance of the earned date and then leave the employment of the department will have the hours of the holiday(s) used in advance deducted from their final paycheck.
- b. Employees who do not use accrued holidays in the year in which they are earned will be compensated at their regular rate of pay for the unused holidays only to the extent that such employee was unable to schedule the holidays because of a refusal or rescheduling by the Employer.

Section 3: Employees who work on any of the enumerated holidays in Section 1 except "Employee's Birthday" shall be paid at time and one-half their regular rate, in addition to receiving holiday pay.

Section 4: Requests for time off hereunder may be at the discretion of the employee subject to scheduling considerations, at the Employer's sole discretion, and prior Employer approval.

ARTICLE 28
VACATIONS

Section 1: Each full-time employee shall earn and be entitled to paid annual vacation in accordance with the following schedule:

Length of Service	Hours
Less than one (1) year	none
After completion of one (1) year	eighty (80)
After completion of seven (7) years	one hundred twenty (120)
After completion of ten (10) years	one hundred sixty (160)
After completion of fifteen (15) years	two hundred (200)
After completion of twenty (20) years	two hundred forty (240) maximum

Section 2: Vacation shall be awarded on the employee's anniversary date in accordance with the above schedule, provided the employee is employed by the Employer at that time. Employees shall only be entitled to the vacation benefits in this Article and are not entitled to any vacation under any other county policy.

Section 3: An employee who has earned vacation time by reason of being employed in this Department shall be able to transfer his vacation time to another Department should he elect such a transfer and subject to acceptance by subsequent Employer.

Section 4: Any employee who quits or is terminated or retires and has unused vacation time shall be compensated for such vacation time.

Section 5: Any employee hired prior to May 26, 1992 by the Employer who has accumulated and earned vacation time from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the Employer within ten (10) years from his termination from such other public employer shall be allowed to transfer said

vacation service credit to his accumulated vacation time with the Employer. Any employee hired after May 26, 1992 shall not be entitled to transfer vacation service credit from any other public Employer to the Employer.

Section 6: An employee may use any accumulated vacation time whenever the employee so chooses and at least in one-half (1/2) day increments, subject to the approval of the Sheriff or his designee.

Section 7: Effective January 1, 2014 any employee who has not used their vacation time by their 2014 employee anniversary date will be given the option of carrying it over into the next year. Such an employee may not carry over more than the accrual for two (2) years. Effective January 1, 2015 all vacation leave in excess of the accrual for two (2) years will be eliminated from the employee's leave balance. In extreme cases the Sheriff may grant additional carry-over not to exceed three (3) years worth.

ARTICLE 29

PERSONAL LEAVE

Section 1: Each employee shall be entitled to twenty-four (24) hours of personal leave each year. Newly hired employees shall receive personal leave on a prorated basis in their first year of employment. Each request for personal leave shall whenever possible be made at least one (1) day in advance of its intended day of usage (emergency considerations will be given), all personal leave must be used by December 31st of each calendar year.

ARTICLE 30

SICK LEAVE

Section 1: Sick leave shall be defined as an absence with pay necessitated by:

- a. Illness or injury to the employee, which illness or injury renders the employee unable or unfit to perform;
- b. Exposure by the employee to contagious disease communicable to other employees; or
- c. Serious illness, injury or death in the employee's immediate family.

Section 2: All full-time employees shall earn sick leave credit at the rate of 4.6 hours for each completed eighty (80) hours of service, up to a maximum of one hundred twenty (120) hours (15 days) of credit per year. There is no limit on sick leave accumulation, other than the one-hundred twenty (120) hour yearly accumulation noted above.

Section 3: The Sheriff may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined, by a physician designated and paid for by the Employer, to establish that he is not disabled from the

performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

Section 4: An employee who is to be absent on sick leave shall notify his supervisor of such absence and the reason which renders the employee unable to perform, within four (4) hours of his scheduled shift. Failure to notify the supervisor in the above allotted time shall result in the sick leave being without pay.

Section 5: When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, grandchildren, step-children, parents, grandparents, father-in-law, mother-in-law, spouse's grandparents or other relative for whom the employee is legally responsible for care.

Section 6: Any employee of the Employer who has accumulated sick leave earned from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the Employer within ten (10) years from his termination from such other public Employer shall be allowed to transfer said accumulation to his sick leave accumulation with the Employer, providing that such sick leave accumulation shall be limited to the existing maximum accruable amount in effect at the time of transfer in this Agreement.

Section 7: Upon the retirement from active service with the Employer of any employee who has ten (10) or more years of service with the Employer, the state, any other political subdivision or combination thereof, and who has otherwise qualified for disability or service retirement under the State of Ohio pension system, shall be paid in cash as set forth below:

Employees who have adjusted their vacation accrual balance in accordance with Section 7 of the Vacation article will be entitled to sick leave buy-out at retirement as set forth below:

0-500 hours you receive 33%
Plus
Hours 501-1000=40%
Plus
Hours 1001-1500=45%
Plus
Hours 1500-2000=50%
Plus
55% of any hours over 2000

Section 8 Employees may be allowed to donate sick days to fellow employees who have been injured or have prolonged illness and who have exhausted all sick leave and need to extend their sick leave for up to thirty (30) additional days, subject to the following criteria. Employees must have at least three hundred (300) hours of sick leave accumulated at the time of their injury or illness and must have exhausted their sick leave to be eligible for sick leave donation. The Sheriff, in his sole discretion, may allow sick leave contributions for employees with less than three hundred (300) hours of accumulated sick leave.

When an employee, or someone on his behalf, requests sick leave donations, the Sheriff shall be notified in writing. If the Sheriff agrees, the Sheriff will post a notice, for ten (10) working days, informing employees about the request for sick leave donations. No donations shall be made after ten (10) working days. All donations are voluntary.

An employee may donate up to sixteen (16) hours of sick leave to a specific recipient by signing and submitting to the Sheriff a Sick Leave Donation Form, donating up to sixteen (16) hours per form. Only sixteen (16) hours per employee per recipient can be donated per application to the Sheriff.

The recipient shall retain all donated sick leave.

Section 9 Sick Leave Abuse

After an employee uses 36 hours of sick leave (without a Doctor's note or note from a school) they will be required to produce a Doctor's excuse for any further use of sick time.

If no Doctor's excuse is produced (within 3 business days of the return to work), a written warning will be issued to the employee and the employee will not be paid for the time used.

Any subsequent use of sick time (without a Doctor's note or note from a school) will result in further disciplinary action. Second use without a note, no pay for four days used and 8 hour suspension. Third use of time without a note, no pay and 24 hour suspension. Fourth use of time without a note, no pay for time used and 40 hour suspension. Fifth use of sick time without a Doctor's note will result in termination

ARTICLE 31

FUNERAL LEAVE

Section 1 Bargaining unit employees shall be granted up to four (4) days of leave with pay, for death in the immediate family. Immediate family shall be defined as mother, father, mother-in-law, father-in-law, sister, and brother, grandparents, spouse, child, grandchildren and their step-equivalents. Each employee shall be granted one (1) leave day with pay for the death of an aunt or uncle, brother-in-law, sister-in-law, and spouse's grandparents provided the employee attends the funeral.

Section 2 Said leave will not be charged to any other earned leaves. Additional time off without pay, or leave chargeable to sick leave may be approved by the Employer, which will not unreasonably be denied.

ARTICLE 32
ON DUTY INJURY BENEFITS

When an employee is injured in the line of duty while actually working for the Geauga County Sheriff's Office, he shall be eligible for a fully paid leave not to exceed one hundred eighty (180) calendar days (not to be deducted from the employee's sick leave), providing that one or more of the following requirements are met:

- 1) The Employee is "on duty" or in pay status with the Geauga County Sheriff's Office and...
- 2) The injury occurred while operating or as a passenger in a County Owned vehicle and if the employee is the driver and the accident is not coded as his/her fault or if the employee is the driver and if coded such fault is not due to reckless, wanton or purposeful conduct.
- 3) The injury occurs while effecting the arrest of any person or while controlling an unruly inmate.
- 4) The injury occurs while on a street or highway as a result of directing traffic or investigating a traffic violation or accident scene.
- 5) The injury is a direct result of the violent actions of another.

To be eligible for On Duty Injury Leave the employee shall conform to the following:

- 1) The injury event must be reported to a supervisor and a written report submitted during the shift in which the incident/injury occurs.
- 2) Medical treatment for the injury must be sought and provided within a reasonable time (no more than seventy-two (72) hours) after the incident.
- 3) The employee must sign a release authorizing full access to all medical records and treatment related specifically to the on duty injury to the Sheriff or his designee.
- 4) In all cases the employee must be in substantial compliance with all Departmental Policies and Procedures.

If the employee receives any payment for loss of wages either from an insurance settlement, BWC or other source the employee shall reimburse the County for amounts paid to the employee as wages and benefits under this section.

The One Hundred Eighty (180) Day benefit is a maximum per injury/re-injury. The Sheriff reserves the ability to extend such leave at his sole discretion.

The Employer shall have the right to require the Employee to have a physical exam by a physician appointed and paid for by the Employer, resulting in the physician's certification that the Employee is unable to return to work due to the injury as a condition precedent to the Employee receiving benefits under this Article. The Employer shall also have the same ability to select a physician at the Employer's expense to determine if the Employee is able to return to duty at the conclusion of any such leave. Only this physician's ruling shall be used to determine the Employee's fitness for duty.

The Employer may direct the Employee to use the County provided health care coverage to pay for the Employer directed physician. In such cases, the Sheriff's Office will be responsible for any office co-pays, deductibles or other related costs.

ARTICLE 33
JURY DUTY LEAVE

Section 1 Any employee who is called for jury duty, either Federal, County or Municipal, shall be paid his or her regular salary, less any compensation received from such court for jury duty, as provided for in the Ohio Revised Code.

ARTICLE 34
UNIFORM MAINTENANCE ALLOWANCE

Section 1 Law Enforcement Deputies and Law Enforcement Sergeants shall receive one thousand (\$1,000.00) each year for the purchase of uniforms, equipment and leather goods, and the maintenance of those uniforms which are required by the Employer to be a part of the employee's standard uniform. Payment for uniform maintenance shall be added to and shall become part of employee's base hourly rate.

Section 2 All other units covered by this agreement shall receive seven hundred fifty dollars (\$750.00) each year for the purchase of uniforms, equipment and leather goods, and the maintenance of those uniforms, which are required by the Employer to be a part of the employee's standard uniform. . Payment for uniform purchasing shall be added to and shall become part of employee's base hourly rate.

Section 3 All members receiving the uniform maintenance allowance will be subject to inspection by the Employer. Failure to pass said inspection will result in the loss of one day's pay each day until said inspection is satisfactorily completed. Inspections for those employees will be conducted daily until the employee passes the required inspection. Said loss of pay will be separate from the discipline article of this Agreement and shall not be subject to the Grievance procedure. The Employer shall post the inspection schedule to provide a minimum of five- (5) working days notice.

Section 4 Any changes in the required uniforms, clothing and accessories shall be paid by the Employer.

Section 5 The Employer shall pay to replace body armor that is beyond its rated useful life, but employees must wear body armor while on duty.

Section 6 Each bargaining unit member who retires from the Department shall be issued a retirement identification card from the Office of the Sheriff.

ARTICLE 35
INSURANCE

Section 1 Effective January 1, 2011. Accept terms and obligations of County Plan. Each eligible employee who chooses to enroll in the available health insurance plan shall receive a health insurance policy handbook annually. The basic and comprehensive/major medical portions of the policy including applicable riders are set and administered by the Geauga County Commissioners.

Section 2 Employees who are eligible and elect not to participate in the health insurance plan provided shall be compensated according to waiver amounts contained within the County Plan.

Section 3 The Employer will provide and pay the full premium for all full-time employees for a convertible life insurance policy in the face value of twenty thousand dollars (\$20,000.00).

Section 4 If an employee and spouse are both employed by Geauga County, only one shall be entitled to hospitalization, that being the family plan.

ARTICLE 36
MISCELLANEOUS

Section 1 In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination where said examination is not covered by the employee's health insurance program and shall pay the employee for the time expended taking such examination. The employee shall be paid at straight time when not receiving sick leave or disability compensation.

Section 2 Except where an employee is found by a Court to have acted in a willful, wanton or malicious manner, the Employer shall indemnify and hold harmless all employees covered by the terms of this Agreement from any liability arising from or because of any claim or suit brought against such employee arising from or because of any action on or in action by such employee in the scope of employment.

Section 3 The OPBA will be allowed one (1) bulletin board for official OPBA notices. The bulleting board will be located in the Department. The OPBA will be the sole holders of the keys to the board.

Section 4 Vehicles shall be maintained in such a manner to ensure mechanical safety in all aspects, and shall be required to pass a safety inspection annually. An employee may refuse to operate any vehicle deemed unsafe by a qualified mechanic or in violation of the Ohio Revised Code for vehicle safety. All employees, as required by the Sheriff's Policy and Procedure, or safety concerns shall have suitable two (2) way radios to ensure communication with Sheriff's Dispatch, vehicles and other employees. An employee may refuse to operate a vehicle that has

faulty communications equipment. Vehicles may be equipped with any other equipment at the discretion of the Sheriff to ensure employees may perform their duties as specified in their job description and this contract.

Section 5 Employees shall have the option, on an employee voluntary basis only, of receiving vaccination or other type of immunization against Hepatitis B and HIV/Aids if developed and shall be provided by the Employer at the Employer's expense to the extent not covered by insurance.

Section 6 Employees will have access to all rules, orders, and general orders no later than the date of issue, or the next day and will also be notified of all changes or modifications via departmental email.

ARTICLE 37 **EDUCATIONAL INCENTIVE**

Section 1 The Employer, when such funds, as determined by the Sheriff, are available, shall allocate educational funds for a tuition reimbursement fund for the benefit of all employees in the bargaining unit

Section 2 The Employer shall reimburse the employee actual approved educational expense (tuition and books), not to exceed one thousand (\$1,000.00) dollars per calendar year. In order to be eligible, an employee must attain a grade of "C" or better, for each college level course taken at an approved and accredited institution, and present evidence of such to the Employer prior to being eligible for reimbursement. Reimbursement of college tuition payments must be submitted within 30 days of the completion of the class.

Section 3 The Employer shall provide tuition reimbursement pursuant to Section 1 for all quarters or semesters including the summer sessions.

Section 4 Any employee who intends to utilize the provisions of this section, shall notify the Sheriff of such, in writing, prior to October 1 of the preceding year.

ARTICLE 38 **TRANSFERS**

Section 1 Any employee who is temporarily transferred to a classification having a rate of pay lower than the employee's current rate of pay shall be entitled to his regular rate of pay for all such time worked in the other classification.

Section 2 Any employee who is temporarily transferred to a classification having a rate of pay higher than the employee's current rate of pay shall be entitled to his regular rate of pay for all such time worked in the other classification. If the transfer exceeds fifteen (15) days, the transferred employee shall be entitled to the higher rate of pay for hours worked beyond the fifteenth (15th) day.

Section 3 Any new positions or vacancies shall be posted via department email for a period of seven (7) days prior to the position being filled.

Notwithstanding the appropriate provisions of Article IX, the personnel records of current employees, specifically records concerning seniority and above average performance evaluations, shall be given preferential consideration when such employee applies for another position within the Department.

At the time of the posting of a vacant position, the Employer shall post the requirements of the position and the particulars of the grading process (value for each testing component). At the conclusion of the process, an employee may request, and be granted, the right to review the results of the grading process as it applies to him.

ARTICLE 39 **COPIES OF THE AGREEMENT**

Section 1 The Employer shall post one copy of this Agreement in each division.

ARTICLE 40 **DRUG TESTING**

Section 1 Drug screening/testing shall be conducted at times of pre-employment, annual physical, if given, and upon reasonable suspicion. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceeding. Under no circumstances may the results of drug screening or testing be released to a third party. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results.

Employees, however, who possess a Commercial Driver's License (CDL), shall be subject to random drug testing per Department of Transportation (DOT) regulations.

Section 2 All drug-screening tests shall be conducted by medical laboratories or persons licensed by the State of Ohio. The procedure utilized by the test lab or person shall include a chain of custody procedure and mass spectroscopy confirmation (drugs only) of any positive initial screening.

Section 3 Drug screening tests shall be given to employees to detect the illegal use of a controlled substance as defined in Sections 3719.02 and 4729.02 O.R.C. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by the gas chromatography-mass spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his choosing, at his expense. This test shall be given the same evidentiary value as the two previous tests.

Section 4 Upon the findings of positive test results for an illegal controlled substance by the chemical tests, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. During the course of the investigation, the employee may be placed on accrued, paid leave if available, or if not, on unpaid leave. Upon the conclusion of such investigation, the Employer shall have the right to disciplinary action. The Employer may require the employee to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and personal days for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic retesting at the direction of the Employer upon his return to his position. Any employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.

Section 5 If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within two (2) years after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action, including termination of employment. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the Employer. For the purpose of this Article, "periodic" shall mean not more than six (6) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use.

Section 6 No drug testing shall be conducted without the authorization of the Employer. If the Department Head orders, the employee shall submit to a toxicology test in accordance with the procedure set forth below. Refusal to submit to toxicology testing after being ordered to do so shall result in disciplinary action, including termination of employment.

Section 7 The employee and the Union shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

ARTICLE 41 **(EAP) EMPLOYEE ASSISTANCE PROGRAM**

Section 1 The Employer agrees to attempt to rehabilitate employees who are first time drug abusers, only if reasonably practical. Employees will not normally be disciplined or discharged without first being offered the opportunity of receiving treatment for such abuse. If the employee fails to properly and fully participate in and complete a treatment program approved

by the Employer or after the completion of such program, the employee is still abusing or resumes abusing such substances the employee shall be disciplined or discharged.

Section 2 Employees may voluntarily utilize this program with or without referral. Such voluntary use shall not be the sole basis for adverse disciplinary action. Leaves of absence without pay may, at the Employer's discretion, be granted in coordination with the EAP, where appropriate. All employee dealings with the EAP shall be strictly confidential.

Section 3 This Article shall not operate to limit the Employer's right to discipline or discharge an employee for actions committed by the employee as a result of substance abuse or otherwise. Participation in the EAP shall not limit the Employer's right to impose such disciplinary (or discharge) actions. An employee's participation in the EAP does not operate to waive any other rights granted to him by this Agreement.

ARTICLE 42

FAMILY AND MEDICAL LEAVE ACT

Section 1 The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993; and as set forth herein below.

Section 2 Any leave taken by an employee, whether paid or unpaid, for the following reasons, shall be applied against the employees' entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with the first use of the leave.

- a. The birth of a son or daughter, and to care for the newborn child;
- b. The placement with the employee of a son or daughter for adoption or foster care;
- c. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and
- d. Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

Section 3 The annual twelve (12) month period shall commence and be measured forward from the date the employee first uses the leave set forth above.

Section 4 Any provisions under sick leave, leave of absence, funeral leave, etc. that are found to be improved benefits as compared to the Family and Medical Leave Act shall not be reduced to comply with said Act.

Section 5 No employee shall lose seniority during the period of time off which is attributable to the Family and Medical Leave Act.

ARTICLE 43
OFF-DUTY/SPECIAL DETAILS

Section 1 Off-duty and Special Details shall be made available to all employees as equitably as is practicable. The Employer agrees to review and negotiate the off-duty compensation rate on an annual basis

ARTICLE 44
TOTAL AGREEMENT

Section 1 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modifications or discontinuance's being subject to any grievance or appeal procedure herein contained.

ARTICLE 45
DURATION OF AGREEMENT

Section 1 This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the OPBA and except as otherwise noted herein shall become effective on January 1, 2014 and shall remain in full force and effect until December 31, 2016. If either party desires to make any changes in the Agreement for a period subsequent to December 31, 2016, notice of such a desire shall be given prior to November 1, 2016. If such notice is given, this Agreement shall remain in effect until the parties reach agreement on a new contract. If no notice seeking modification is given, then the Agreement shall remain in effect for another year.

ARTICLE 46
EXECUTION

Section 1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 20____.

FOR THE OPBA:

GEAUGA COUNTY SHERIFF:

By: _____

~~APPROVED BY:~~
~~GEAUGA COUNTY COMMISSIONERS~~

MEMORANDUM OF UNDERSTANDING (MOU)

The Geauga County Sheriff's Office ("the Sheriff") and the Ohio Patrolmen's Benevolent Association ("OPBA") agree that the next promotions of personnel from Deputy to Sergeant will be made on the basis of the results of the promotional examination that occurred on July 30, 2013.

The Sheriff and the OPBA further agree that the passing score necessary to be eligible for the aforementioned promotions, based on the promotional examination of July 30, 2013 is modified from 80% to 70%.

The parties agree that the instant MOU will be applicable only to the list created from the promotional examination that occurred on July 30, 2013 and that the instant MOU will only have standing for the test that occurred on July 30, 2013 and that those candidates having a score of 70% or better will be eligible to proceed to the next steps in the promotional process. The adjusted passing score is no guarantee for any candidate that they will ultimately be successful. This agreement shall only apply to the promotional process commenced with the test given on July 30, 2013 and the agreement shall expire automatically upon sufficient successful candidates being promoted to fill the needs of the employer or if no candidates are successful in the remaining steps.

The parties' agreement as set forth above represents their entire agreement and shall not be precedential in any regard.

It is so agreed.

Gauga County Sheriff

Sept. 26, 2013

Ohio Patrolmen's Benevolent
Association

ARTICLE 46
EXECUTION

Section 1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 13th day of May, 2014.

FOR THE OPBA:

By:

Randy W. Brown
Dequus Polant
[Signature]
James H. [Signature]

GEAUGA COUNTY SHERIFF:

[Signature]