



13-MED-10-1424
13-MED-10-1425
1776-01
1776-02
K30707
03/07/2014

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**THE
MORROW COUNTY
SHERIFF'S OFFICE**

AND

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

SERB CASE No.: 2013-MED-10-1424, 2013-MED-10-1425

Expires January 31, 2017

TABLE OF CONTENTS

Article	Title	Page
1	Preamble/Purpose.....	1
2	Labor Council Recognition	2
3	Union Dues Deduction	2
4	Nondiscrimination	4
5	Labor Council Representation	4
6	Bulletin Boards	5
7	Management Rights	6
8	Grievance Procedure	6
9	Labor/Management Meetings	10
10	Corrective Action	11
11	Personnel Files	12
12	Probationary Period	12
13	Seniority	13
14	Vacancy and Promotions	13
15	Layoff and Recall	20
16	Hours of Work and Overtime	21
17	Days-Off Assignments	23
18	Shift Assignments	23
19	Work Rules	24
20	Substance Testing and Abuse	24
21	Wages	27
22	PERS Pickup	28
23	Vacation	29
24	Holidays	30
25	Sick Leave	30
26	Sick Leave Conversion	33
27	Uniform Allowance	33
28	Training Expenses	34
29	Insurance	35
30	Liability Protection	35
31	Leaves of Absence	35
32	Health and Safety	37
33	No Strike/No Lockout	37
34	Severability	38
35	Waiver in Case of Emergency	38
36	Duration of Agreement	38
	Signature Page	40
	Appendix A	41

ARTICLE 1
PREAMBLE/PURPOSE

Section 1.1. This Agreement, entered into by the Morrow County Sheriff hereinafter referred to as the "Employer" and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Labor Council" has as its purpose the following:

- A. To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.
- B. To prevent interruptions of work and interference with the efficient operation of the Sheriff's Department.
- C. To establish a procedure for the peaceful resolution of grievances.

Section 1.2. The express provisions of this Agreement may be changed only by mutual Agreement between the parties, reduced to writing, dated, and signed by the parties to this Agreement. This Agreement supersedes all previous Agreements (either written or oral) between the Employer and its employees.

Section 1.3. Any past benefit or practice that has been continuous, known, and sanctioned by the Employer, but not incorporated into this Agreement, that affects wages, hours, terms, or conditions of employment, shall not be altered until and unless good faith negotiations between the Employer and the FOP/OLC take place. Any such alterations shall be reduced to writing and signed by the parties.

Section 1.4. Any past benefit or practice that has been continuous, known, and sanctioned by the Employer, but not incorporated into this Agreement, shall not be altered until and unless good faith discussions, through the labor/management meetings, between the Employer and the FOP/OLC take place.

Section 1.5. Application of Civil Service Law. Except as expressly otherwise provided in this Agreement, or specifically excepted from the scope of collective bargaining by the provisions of Revised Code Chapter 4117, no section of the civil service laws contained in Revised Code Chapter 124 and the Administrative Code shall apply to employees in the bargaining units. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining units.

ARTICLE 2
LABOR COUNCIL RECOGNITION

Section 2.1. The Employer hereby recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. as the sole and exclusive bargaining agent for all full-time employees that have been certified by the State Employment Relations Board in:

Unit A: Sergeant and Lieutenant; Sergeants and above
Case No: 84-VR-04-0149

Unit B: All deputy sheriffs appointed pursuant to Revised Code section 311.04 below the rank of Sergeant including Deputy Road Patrol, Deputy Dispatcher, Deputy Corrections Officer, and Corrections Corporals.
Case Nos: 84-VR-10-2234, 84-RC-11-2349

Section 2.2. All positions and classifications not specifically established herein as being included in the bargaining units shall be excluded from the bargaining units in accordance with O.R.C. 4117.

Section 2.3. It is understood that this Agreement is a multiple unit Agreement, entered into voluntarily by the parties and that no future obligation exists that would require the parties to bargain for these units in separate negotiations.

Section 2.4. All articles of this Agreement shall cover all classifications within the two (2) bargaining units unless otherwise excluded by the specific language within a specific article.

ARTICLE 3
UNION DUES DEDUCTION

Section 3.1. The amount of dues to be deducted shall be established by the Labor Council and FOP and updated as necessary. A one (1) month advance notice must be given to the payroll clerk for deductions to start or changes to take place. The Employer agrees to deduct regular Labor Council membership dues once each month from the pay of any employee in the bargaining unit upon receiving written authorization on a mutually acceptable form signed individually and voluntarily by the employee. Upon receipt of the proper authorization, the Employer will deduct FOP dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 3.2. All dues collected under this article shall be paid by the Employer, within thirty (30) days, to the appropriate organization as specified in writing to the Employer.

Section 3.3. A member may withdraw authorization for dues deduction by directing a request in writing to the Employer and the Labor Council. Dues deductions shall cease upon the happening of any of the following events:

- A. Resignation or discharge of the employee;
- B. Transfer of the employee from the bargaining unit;
- C. Layoff from work;
- D. An unpaid leave of absence.

Section 3.4. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article. The Labor Council and FOP hereby agrees that they 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 Labor Council and FOP, their disposition thereafter shall be the sole and exclusive obligation and responsibility of each organization.

Section 3.5. The parties agree that neither the employees nor the Labor Council shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the dues deduction would normally be made by deducting the proper amount.

Section 3.6. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues.

Section 3.7. No other employee organization's dues shall be deducted from the pay of any bargaining unit member during the life of the Agreement.

Section 3.8. As a condition of employment, sixty (60) days following the beginning of employment, or upon the effective date of this labor agreement, whichever is later, employees in the bargaining unit who are not members of the FOP/OLC, including employees who resign from membership in the FOP/OLC after the effective date of this labor agreement, shall pay to the FOP/OLC, through payroll deduction, a fair share fee. The fair share fee is automatic and does not require the written authorization of the employee. This provision shall not require any employee to become or remain a member of the FOP/OLC, nor shall the fair share fee exceed the dues paid by members of the FOP/OLC in the same bargaining unit. The FOP/OLC is responsible for annually certifying to the Employer the amount of the fair share fee. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration, and pursuing matters directly affecting wages, hours, and other terms and conditions of employment of bargaining unit members. The FOP/OLC shall prescribe a rebate and challenge procedure which complies with O.R.C. section 4117.09(C) and federal law. The FOP/OLC agrees to abide by all rules and decisions of the State Employment Relations Board in regard to the fair share fee deductions. The FOP/OLC further certifies that its fair share fee conforms to all state and federal statutory and common laws.

ARTICLE 4
NONDISCRIMINATION

Section 4.1. The Employer and the Labor Council agree not to unlawfully discriminate against any bargaining unit employee with respect to compensation, or terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, military status, genetic information, disability, ancestry of any person, or Labor Council membership or non-membership.

Section 4.2. 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.

ARTICLE 5
LABOR COUNCIL REPRESENTATION

Section 5.1. Labor Council Staff Representative(s) shall be admitted to the Employer's facilities during the Employer's normal office business hours for the purpose of processing grievances or attending meetings as permitted herein, providing reasonable advance notice is given to the Employer. Upon arrival, the Labor Council Staff Representative shall contact the Employer or the Employer's designated representative.

Section 5.2. The Employer shall recognize two (2) bargaining unit members from Unit A and three (3) bargaining unit members from Unit B to act as Stewards for the purpose of processing grievances in accordance with the Grievance Procedure. Employees seeking Union representation must get a representative from their own unit (i.e., Unit A or B).

Section 5.3. The Labor Council shall provide to the Employer an official roster of the staff representative and the local Labor Council stewards which is to be kept current at all times and shall include the following:

- A. Name
- B. Address
- C. Home telephone number
- D. Immediate supervisor
- E. Union office held

No employee shall be recognized by the Employer as a Labor Council representative until the Labor Council has presented the Employer with written certification of that person's selection.

Section 5.4. The investigation and writing of grievances shall normally be accomplished during non-work time. Reasonable time off, without loss of pay, shall be allowed the recognized union representative, if there is a conflict of the work schedules of the union representative and the grievant. Approval by the Sheriff will be required. If grievance hearings are scheduled during an employee's regular work hours, the grievant and the employee union representative shall be released from duty with pay for purposes of attending the hearing.

Section 5.5. Rules governing the activity of Labor Council representatives are as follows:

- A. The Labor Council agrees that no official of the Labor Council, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Labor Council further agrees not to conduct Labor Council business during working hours except to the extent specifically authorized herein.
- B. The Labor Council shall not conduct Labor Council activities in any work areas without notifying the supervisor in charge of that area of the nature of the Labor Council activity.
- C. The Labor Council employee official shall cease Labor Council activities immediately upon the request of the supervisor of the area where the Labor Council activity is being conducted or upon the request of the employee's immediate supervisor.

ARTICLE 6
BULLETIN BOARDS

Section 6.1. The Employer agrees to provide space for bulletin boards in agreed upon areas of each facility for use by the Labor Council and FOP. Where bulletin boards are already available, the Employer may permit the Labor Council and FOP use of said bulletin boards. However, the Employer shall not be obligated to purchase bulletin boards for the Labor Council or FOP use.

Section 6.2. All Labor Council and FOP notices which appear on the bulletin boards shall be signed, posted and removed by the local Labor Council employee official or FOP president or designee during non-work time. Labor Council and FOP notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. Labor Council and FOP recreational and social affairs;
- B. Notice of Union meetings;
- C. Labor Council and FOP appointments;
- D. Notice of Labor Council and FOP elections;
- E. Results of Labor Council and FOP elections;
- F. Reports of non-political standing committees and independent non-political arms of the Labor Council and FOP; and
- G. Non-political publications, rulings or policies of the Labor Council and FOP.

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

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

Section 6.3. No Labor Council or FOP related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the Labor Council.

Section 6.4. Upon request of the Employer or designee, the Labor Council or FOP shall cause the immediate removal of any material posted in violation of this article.

ARTICLE 7 **MANAGEMENT RIGHTS**

Section 7.1. The Employer possesses the sole right to operate the department and all management rights repose in it. The Employer's exclusive rights shall include, but shall not be limited to, the following, except as limited by the terms and conditions set forth in this Agreement:

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

Section 7.2. The Labor Council recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law shall remain the function of the Employer.

ARTICLE 8 **GRIEVANCE PROCEDURE**

Section 8.1. The Employer, the Labor Council, and the bargaining units recognize that in the interest of effective personnel management, a procedure is necessary whereby employees can be

assured of a prompt, impartial and fair processing of their grievances with minimum amount of interruption at the work place.

The Union understands and agrees that the filing of frivolous grievances can be disruptive to good labor-management relations therefore agrees that it will attempt to discuss the validity of the grievance with the employee prior to filing to determine if the grievance has merit. Furthermore, the employee will first attempt to resolve the matter informally with the employee's supervisor prior to filing a grievance.

Section 8.2. The term "grievance" shall mean an allegation by a bargaining unit employee or the Employer 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 8.3. All grievances must contain the following information to be considered:

- A. Aggrieved employee's name and signature.
- B. Aggrieved employee's classification.
- C. Date grievance was first discussed and name of supervisor with whom the grievance was discussed.
- D. Date grievance was filed in writing.
- E. Date and time grievance occurred.
- F. The location where the grievance occurred.
- G. A description of the incidence giving rise to the grievance.
- H. Specific articles and sections of the Agreement violated.
- I. Desired remedy to resolve the grievance. All grievances must be filed using the grievance form mutually agreed upon by both parties and included as Appendix B of this Agreement.

Section 8.4. A grievance may be brought by any employee covered by this Agreement. Where a group of bargaining employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

Section 8.5. When computing any applicable time period under this article, the date of the event, act or default from which the designated period of time begins to run shall not be included. Furthermore, if the last calendar day of the time period falls on a Saturday, Sunday or a legal holiday observed by the Sheriff's Office, the deadline shall be extended to the next regular business day.

Section 8.6. All grievances must be processed at the proper step in order to be considered at subsequent steps. All time limits on grievances may be extended upon mutual written consent of the parties.

Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided shall be considered resolved based upon management's last answer. Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure.

Section 8.7. It is the mutual desire of the Employer and the Labor Council to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Labor Council to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

STEP 1: In order for an alleged grievance to receive consideration under this procedure the grievant, with the Labor Council Steward, if the former desires, must identify the alleged grievance in writing to Jail Administrator or Chief Deputy or their designee within seven (7) calendar days after the employee knew or should have known of the occurrence that gave rise to the grievance. The Jail Administrator or Chief Deputy or their designee shall investigate and provide an appropriate written answer within seven (7) calendar days following the date on which the grievance was presented.

STEP 2: If the grievance is not resolved in Step 1, the employee with the appropriate Labor Council Steward, if the former desires, shall within seven (7) calendar days following the response at Step 1, refer the grievance to the Sheriff at Step 2 of the grievance procedure. The Sheriff shall have seven (7) calendar days in which to schedule a meeting, if deems necessary, with the grieved employee and the employee's representative. The Sheriff shall investigate and respond in writing to the grievance within seven (7) calendar days following the meeting date or within seven (7) calendar days following receipt of the grievance if no meeting is held.

Section 8.8. Should a grievant, after receiving the written answer to the grievance at Step 2 of the Grievance Procedure, still feel that the grievance has not been resolved may, through the Labor Council, request that it be heard before an arbitrator. The Labor Council must make written application to the Employer for arbitration within thirty (30) calendar days of the written answer from the Employer at Step 2. Any grievance not submitted within such time period shall be deemed settled on the basis of the last answer given by the Employer.

Upon receipt of a request for arbitration, the Employer or designee and the representative of the Labor Council shall within fourteen (14) calendar days following the request for arbitration jointly agree to request a list of nine (9) impartial arbitrators from the Federal Mediation and Conciliation Service from Area 15. The parties shall agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. Upon receipt of the list of arbitrators the parties shall meet to select an arbitrator within fourteen (14) calendar days from the date the list is received. The parties shall use the alternate strike method from the list of arbitrators submitted to the parties by the FMCS. The parties shall toss a coin to determine

which party shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by the FMCS and request another list. Each party may reject only one list per dispute. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. The arbitrator shall hold the arbitration hearing promptly and issue decision within a reasonable time thereafter. The arbitrator's decision shall be limited strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement which are in question. The arbitrator's decision shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to or subtract from or modify the language therein in arriving at a determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall be confined the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights, arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step I of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction.

If a question of arbitrability exists, the first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator will be final and binding. The costs of the services, costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and cost of the hearing room, shall be borne equally by the Employer and the Labor Council. The expenses of any non-employee witness shall be borne 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. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

Section 8.9. The Employer shall provide the Labor Council with a list of management's designated representatives for each step of the grievance procedure.

Section 8.10. Nothing in this grievance procedure shall deny an employee any rights available at law to achieve redress of their legal rights before a court or other administrative tribunal. However, once the employee(s) or the Labor Council elect to pursue an alternative legal or administrative remedy in lieu of this grievance procedure, and a court or administrative tribunal takes jurisdiction over the complaint, dispute or charge, the employee(s) and the Labor Council are thereafter precluded from seeking a remedy under this procedure.

ARTICLE 9

LABOR/MANAGEMENT MEETINGS

Section 9.1. In the interest of sound labor/management relations, the Employer and no more than three (3) designees shall meet with not more than three (3) employee representatives and one (1) professional staff representative of the Labor Council shall meet as reasonably necessary to discuss pending problems and to promote a more harmonious labor/management relationship. Additional representatives may attend by mutual agreement. Either party may request a labor relations meeting. The said meeting shall be held within seven (7) calendar days if possible. These meetings will be a combined meeting of both Unit A and B.

Section 9.2. An agenda will be furnished in advance of the scheduled meetings with a list of the names of those representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of the Agreement;
- B. Notify the Labor Council of changes made by the County which affect bargaining unit members of the Labor Council;
- 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. Discuss ways to increase productivity and improve efficiency; and
- F. To consider and discuss health and safety matters relating to employees.

Labor/management meetings are not intended as negotiation sessions to alter or amend the basic Agreement.

Section 9.3. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 9.4. Employees representing the Labor Council shall be given sufficient time without loss of pay or benefits to attend such meetings, if held during working hours, provided operational needs do not require the employee's presence at the work site. The Employer shall not be required to pay employees for attending meetings during their nonworking hours.

ARTICLE 10

CORRECTIVE ACTION

Section 10.1. No employee shall be reprimanded, reduced in pay, demoted, suspended or discharged except for just cause.

Section 10.2. Except in instances where the employee is found guilty of serious misconduct, discipline will be applied in a corrective, progressive and uniform manner in accordance with the Employer's policy.

Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

Section 10.3. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. The effected employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this Agreement.

Section 10.4. Whenever the Employer conducts a meeting with an employee regarding alleged misconduct or a meeting from which disciplinary action is likely to result, the Employer shall notify the employee of the right to have a representative of choice present, if so desired. Except in unusual circumstances requiring otherwise, members will only be asked questions during duty hours or at a time contiguous to their duty hours. Time shall be allowed during such questioning for attendance of physical necessities or consultation with his representative. Members shall be informed, in writing, of the results of any investigation in which the member is interviewed, at the conclusion of the investigation, if such investigation has been reduced to writing. If the investigation consisted of merely oral interviews, then no written documentation is necessary.

Section 10.5. In evaluating the evidence regarding a complaint about a member's conduct, the Employer will take into account the length of time which has expired between the date of the alleged incident and the date the complaint is received as bearing on the credibility of the complaining party. The Employer will request that the complaining party submit a written statement concerning the complaint. In the event a complaint is received from an anonymous source, the Employer will not take action against the member complained about unless the complaint is supported by other collaborative evidence.

Section 10.6. The use of a polygraph machine or other truth verification instrument is prohibited. However, the Sheriff may require an employee to submit to a polygraph examination or CVSA if the employee is the focus of an internal investigation that would most probably lead to termination, and there is probable cause to believe the employee committed the violation. Any such polygraph testing will be conducted by an outside law enforcement agency.

Section 10.7. Whenever the Employer or his designee determines that an employee may be disciplined for cause (including only suspension, reduction, or termination), a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of response to the alleged misconduct. Such conference may be held at a time to be determined by

the Employer, and the sentence of Section 10.4 that addresses the time for the questioning would not apply to such disciplinary conference.

ARTICLE 11

PERSONNEL FILES

Section 11.1. It is recognized by the parties that the Employer may prescribe regulations for the custody, use and preservation of records, papers, and documents pertaining to bargaining unit employees. Employees shall have access to their individual personnel files for review during normal office business hours, upon reasonable advance notice. All such examinations shall be conducted in the presence of the Employer's designated representative.

Section 11.2. Employees will be provided with a copy of any materials contained in their personnel file upon written request, with the exception of items which are exempt from disclosure pursuant to the Ohio Public Records Act.

Section 11.3. If an employee, after examining the employee's own personnel file disputes the accuracy in those documents in such file, the employee may request in writing that the Employer investigate the disputed information. The Employer shall, after receiving the request from the employee, review the disputed information within fourteen (14) calendar days. The Employer shall notify the employee of the results of the investigation and any action the Employer plans to take with respect to the disputed information. The Employer shall delete any information that is found to be inaccurate.

Section 11.4. Records of documented verbal warnings and written reprimands placed in an employee's personnel file shall not be considered in future disciplinary proceedings after a period of twelve (12) months, providing the employee receives no additional disciplinary actions, of the same or similar nature, during the twelve (12) month period. Records of suspensions or demotions shall not be considered in future disciplinary actions after a period of twenty-four (24) months and shall be removed from the personnel file, and destroyed upon the approval of the County's Record Commission, providing the employee receives no additional disciplinary actions, of the same or similar nature, during the twenty-four (24) month period.

Section 11.5. In any case in which an action of record has been disaffirmed, the employee's personnel file shall reflect such findings.

ARTICLE 12

PROBATIONARY PERIOD

Section 12.1. Every newly hired employee will be subject to a probationary period of one (1) year. An employee whose classification is changed, either within the bargaining unit or between bargaining units, will be subject to a probationary period of one hundred eighty (180) calendar days.

Section 12.2. Newly hired probationary employees may be terminated anytime during their probationary period and shall have no appeal over such removal. Employees whose classification

has changed and who evidence unsatisfactory performance may be returned to their former position if there is an opening in their former classification or terminated at the Sheriff's discretion without any appeal if they commit a terminable offense.

ARTICLE 13 **SENIORITY**

Section 13.1. Departmental "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, the employee loses all previously accumulated seniority. Classification seniority is computed on the basis of length of service in the employee's most recent classification of the Morrow County Sheriff's Office. Except when an employee has exercised the right, during a layoff or job abolishment, to displace an employee in a lower classification or an employee is reduced in classification, due to disciplinary action or a probationary reduction, that employee shall be credited for the previous length of service in the lower classification. Classification seniority shall only be considered for the shift assignment consideration found in Article 18 of this Agreement. The Employer shall maintain a list, which shall be updated every six (6) months, that notes the departmental and classification seniority of all bargaining unit members.

Section 13.2. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 13.3. Employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of layoff.

Section 13.4. Seniority shall be caused to terminate when:

- A. An employee is discharged for cause;
- B. An employee quits or resigns;
- C. An employee retires; or
- D. An employee is laid off for a period in excess of two (2) years.

ARTICLE 14 **VACANCY AND PROMOTIONS**

Section 14.1. Vacancies: Whenever the Employer determines that a vacancy exists, a notice of such vacancy shall be posted on the Employer's bulletin board for a period of five (5) consecutive days, not including the date of posting. Employees on vacation or sick leave during this entire five (5) day posting period will have two (2) additional days in which to submit a bid after they return to work, however, the entire posting period and/or extensions will not exceed fourteen (14) calendar days. No "general postings" outside this five (5) days will be made unless mutually agreed to between the Employer and the Union.

During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications which do not meet the minimum qualifications for the job as described in the posting. Postings shall contain the classification title, rate of pay, a brief summary of job duties, and the minimum qualifications.

Vacancies in the position of Dispatcher, Road Patrol Deputy, Corrections Corporal, and Corrections Officer will be filled using the existing procedure, whereas qualified applicants are interviewed by an employee focus group, and such group then recommends to the Sheriff. The Sheriff then appoints the most qualified applicant, taking into consideration the recommendation of the employee focus group.

For all vacancies, the Employer shall first consider applications of employees that are currently employed by the Morrow County Sheriffs Office. Employees who are not selected will be given written documentation as to the rationale of the Employer's decision.

Section 14.2. For promotional appointments, the Employer shall consider applications of employees first that have been employed by Morrow County Sheriff's Office in the next lower classification. Promotions to the rank of Lieutenant or Sergeant will be awarded based upon written tests, and the following criteria will apply:

- A. **Introduction:** This promotion policy shall apply to all promotions to the positions of Road Sergeant; Jail Sergeant; Road Lieutenant and Jail Lieutenant. All eligibility lists shall be good for one year from the date of the promotional examination.

The Employer maintains the right to take applications from outside of the Morrow County Sheriff's Office (Corrections Corporal is exempt from this section).

- B **Sergeants:**

Road Sergeants

Requirements: For those applications within the Morrow County Sheriffs Office, applicants must have eighteen (18) months of full-time service as a road deputy; For those applicants outside the Morrow County Sheriff's Office, applicants must have four (4) years of full time service as a road deputy, road patrol officer or combination.

Process: All applicants shall be subject to the following five (5) step promotional process/criteria:

- Step 1:** **Promotional Examination.** At least sixty (60) days following the posting, a written examination supplied by an outside agency shall be administered to all qualifying applicants. The results of the examination shall be worth a maximum of one hundred (100) points.

Step 2: Promotional Assessment. The assessment shall consist of ten (10) questions in a structured interview setting covering topics and issues relevant to the operations of the Morrow County Sheriff's Office, law enforcement in general and other matters as determined by the four (4) person committee. The four (4) person committee shall consist of the Chief Deputy, the Captain and two (2) Road Sergeants. Each member of the committee shall give a score ranging from zero (0) to ten (10) for each question. The scores shall then be averaged for each of the ten (10) questions and then totaled to give each applicant a score that shall not exceed one hundred (100) points. The assessment shall, if at all possible, be done the same day as the promotional examination.

Step 3: Attendance. For those applicants currently employed by the Morrow County Sheriffs Office, each applicant shall receive twenty-five (25) points and shall have points deducted based upon the following factors:

- Deduction of two (2) points for every eight (8) hours of sick leave used beyond forty (40) hours of sick leave used within the last twelve (12) months from the date of the promotional examination. (FMLA leave shall not count as hours of sick leave use in this process.)
- Deduction of one (1) point for every verbal reprimand received within the last twelve (12) months from the date of the promotional examination.
- Deduction of two (2) points for every written reprimand received within the last twelve (12) months from the date of the promotional examination.
- Deduction of two (2) points plus the number of days an employee has been suspended for every suspension received within the last twelve (12) months from the date of the promotional examination. The minimum number of points shall be zero (0) and the maximum twenty-five (25) points. For those applicants not employed with the Morrow County Sheriffs Office, each applicant shall receive zero (0) points.

Step 4: Sheriff's Interview. Each applicant shall be interviewed by the Sheriff and the Sheriff has discretion to consider any things deemed relevant and the Sheriff shall give each applicant a point total with a minimum of zero (0) points to a maximum of thirty-five (35) points. Applicants may submit any documents or information that they deem relevant to the Sheriff during this interview.

Step 5: Seniority. Each applicant shall receive one (1) point for each full year of completed service with the Morrow County Sheriff's Office.

The Employer shall select the applicant with the highest point total for the position of Road Sergeant.

Jail Sergeants

Requirements: For those applicants within the Morrow County Sheriffs Office, applicants must have eighteen (18) months of full-time service as deputy in the jail. For those applicants outside the Morrow County Sheriff's Office, applicants must have four (4) years of full-time service as a corrections officer or equivalent.

Process: All applicants shall be subject to the following five (5) step promotional process/criteria:

Step 1: Promotional Examination. At least sixty (60) days following the posting, a written examination supplied by an outside agency shall be administered to all qualifying applicants. The results of the examination shall be worth a maximum of one hundred (100) points.

Step 2: Promotional Assessment. The assessment shall consist of ten (10) questions in a structured interview setting covering topics and issues relevant to the operations of the Morrow County Sheriff s Office, law enforcement in general and other matters as determined by the four (4) person committee. The four (4) person committee shall consist of the Chief Deputy, the Captain and two (2) Jail Sergeants. Each member of the committee shall give a score ranging from zero (0) to ten (10) for each question. The scores shall then be averaged for each of the ten (10) questions and then totaled to give each applicant a score that shall not exceed one hundred (100) points. The assessment shall, if at all possible, be done the same day as the promotional examination.

Step 3: Attendance. For those applicants currently employed by the Morrow County Sheriffs Office, each applicant shall receive twenty-five (25) points and shall have points deducted based upon the following factors:

- Deduction of two (2) points for every eight (8) hours of sick leave used beyond forty (40) hours of sick leave used within the last twelve (12) months from the date of the promotional examination. (FMLA leave shall not count as hours of sick leave use in this process.)
- Deduction of one (1) point for every verbal reprimand received within the last twelve (12) months from the date of the promotional examination.

- Deduction of two (2) points for every written reprimand received within the last twelve (12) months from the date of the promotional examination.
- Deduction of two (2) points plus the number of days an employee has been suspended for every suspension received within the last twelve (12) months from the date of the promotional examination. The minimum number of points shall be zero (0) and the maximum twenty-five (25) points. For those applicants not employed with the Morrow County Sheriff's Office, each applicant shall receive zero (0) points.

Step 4: Sheriff's Interview. Each applicant shall be interviewed by the Sheriff and the Sheriff has discretion to consider any things deemed relevant and the Sheriff shall give each applicant a point total with a minimum of zero (0) points to a maximum of thirty-five (35) points. Applicants may submit any documents or information that they deem relevant to the Sheriff during this interview.

Step 5: Seniority. Each applicant shall receive one (1) point for each full year of completed service with the Morrow County Sheriff's Office.

The Employer shall select the applicant with the highest point total for the position of Jail Sergeant.

C. **Lieutenants:**

Road Lieutenants:

Requirements: For those applications within the Morrow County Sheriff's Office, applicants must have eighteen (18) months of full-time service as a road sergeant. For those applicants outside the Morrow County Sheriff's Office, applicants must have four (4) years of full-time service as a road sergeant or equivalent.

Process: All applicants shall be subject to the following five (5) step promotional process/criteria:

Step 1: Promotional Examination. At least sixty (60) days following the posting, a written examination supplied by an outside agency shall be administered to all qualifying applicants. The results of the examination shall be worth a maximum of one hundred (100) points.

Step 2: Promotional Assessment. The assessment shall consist of ten (10) questions in a structured interview setting covering topics and issues relevant to the operations of the Morrow County Sheriff's Office, law enforcement in general and other matters as determined by the four (4)

person committee. The four (4) person committee shall consist of the Chief Deputy, the Captain and two (2) individuals holding a rank of Lieutenant or above outside the Sheriff's Office. Each member of the committee shall give a score ranging from zero (0) to ten (10) for each question. The scores shall then be averaged for each of the ten (10) questions and then totaled to give each applicant a score that shall not exceed one hundred (100) points. The assessment shall, if at all possible, be done the same day as the promotional examination.

Step 3: Attendance. For those applicants currently employed by the Morrow County Sheriff's Office, each applicant shall receive twenty-five (25) points and shall have points deducted based upon the following factors:

- Deduction of two (2) points for every eight (8) hours of sick leave used beyond forty (40) hours of sick leave used within the last twelve (12) months from the date of the promotional examination. (FMLA leave shall not count as hours of sick leave use in this process.)
- Deduction of one (1) point for every verbal reprimand received within the last twelve (12) months from the date of the promotional examination.
- Deduction of two (2) points for every written reprimand received within the last twelve (12) months from the date of the promotional examination.
- Deduction of two (2) points plus the number of days an employee has been suspended for every suspension received within the last twelve (12) months from the date of the promotional examination. The minimum number of points shall be zero (0) and the maximum twenty-five (25) points.

For those applicants not employed with the Morrow County Sheriff's Office, each applicant shall receive zero (0) points.

Step 4: Sheriff's Interview. Each applicant shall be interviewed by the Sheriff. The Sheriff has discretion to consider any thing deemed relevant and the Sheriff shall give each applicant a point total with a minimum of zero (0) points to a maximum of thirty-five (35) points. Applicants may submit any documents or information that they deem relevant to the Sheriff during this interview.

Step 5: Seniority. Each applicant shall receive one (1) point for each full year of completed service with the Morrow County Sheriff's Office.

The Employer shall select the applicant with the highest point total for the promotion to position of Road Lieutenant.

Jail Lieutenants:

Requirements: For those applications within the Morrow County Sheriff's Office, applicants must have eighteen (18) months of full-time service as a Jail Sergeant; For those applicants outside the Morrow County Sheriff's Office, applicants must have four (4) years of full-time service as a Jail Sergeant or equivalent.

Process: All applicants shall be subject to the following five (5) step promotional process/criteria:

Step 1: Promotional Examination. At least sixty (60) days following the posting, a written examination supplied by an outside agency shall be administered to all qualifying applicants. The results of the examination shall be worth a maximum of one hundred (100) points.

Step 2: Promotional Assessment. The assessment shall consist of ten (10) questions in a structured interview setting covering topics and issues relevant to the operations of the Morrow County Sheriff's Office, law enforcement in general and other matters as determined by the four (4) person committee. The four (4) person committee shall consist of the Chief Deputy, the Captain and two (2) individuals holding a rank of Lieutenant or above outside the Sheriff's Office. Each member of the committee shall give a score ranging from zero (0) to ten (10) for each question. The scores shall then be averaged for each of the ten (10) questions and then totaled to give each applicant a score that shall not exceed one hundred (100) points. The assessment shall, if at all possible, be done the same day as the promotional examination.

Step 3: Attendance. For those applicants currently employed by the Morrow County Sheriff's Office, each applicant shall receive twenty-five (25) points and shall have points deducted based upon the following factors:

- Deduction of two (2) points for every eight (8) hours of sick leave used beyond forty (40) hours of sick leave used within the last twelve (12) months from the date of the promotional examination. (FMLA leave shall not count as hours of sick leave use in this process.)
- Deduction of one (1) point for every verbal reprimand received within the last twelve (12) months from the date of the promotional examination.

- Deduction of two (2) points for every written reprimand received within the last twelve (12) months from the date of the promotional examination.
- Deduction of two (2) points plus the number of days an employee has been suspended for every suspension received within the last twelve (12) months from the date of the promotional examination. The minimum number of points shall be zero (0) and the maximum twenty-five (25) Points.

For those applicants not employed with the Morrow County Sheriffs Office, each applicant shall receive zero (0) points.

Step 4: Sheriff's Interview. Each applicant shall be interviewed by the Sheriff. The Sheriff has discretion to consider any thing deemed relevant and the Sheriff shall give each applicant a point total with a minimum of zero (0) points to a maximum of thirty-five (35) points. Applicants may submit any documents or information that they deem relevant to the Sheriff during this interview.

Step 5: Seniority. Each applicant shall receive one (1) point for each full year of completed service with the Morrow County Sheriff's Office.

The Employer shall select the applicant with the highest point total for the promotion to position of Jail Lieutenant.

Section 14.3. The Employer at their discretion will appoint Corrections Corporals in compliance with Article 14.1. If a bargaining unit member assigned to the rank of Corrections Corporal does not successfully complete their probationary period, they shall be returned to the rank or classification previously held. All seniority time as a Corrections Corporal shall be included when computing seniority in the lower classification if returned to the prior rank or classification.

ARTICLE 15

LAYOFF AND RECALL

Section 15.1. When the Employer determines a layoff is necessary, affected employees shall be given fourteen (14) calendar days advance written notice of the layoff. The Employer shall determine the classification(s) which will be affected, and the number of employees to be laid off within each affected classification. It is understood that no provisions of the Civil Service Law or rules shall apply to layoffs and this procedure shall be the exclusive procedure.

Section 15.2. Once the number of layoffs necessary and the affected classifications have been determined by the Employer, affected employees shall be laid off based upon seniority.

Section 15.3. An employee who is laid off shall have the right to displace an employee in a lower classification with less seniority provided the laid off employee is qualified to perform the duties of the lower classification.

Section 15.4. Employees who have been laid off shall retain reinstatement rights to the positions from which they were laid off and be subject to recall by the Employer for a period of two (2) years from the effective date of the layoff. It shall be the responsibility of the employee to keep the Employer advised through written notice of a current and accurate mailing address. The Employer shall not hire or promote any employee into an affected classification during the two (2) year period where employees have been laid off within such a classification until such time as all affected employees within such classification have either been reinstated or have declined reinstatement.

Section 15.5. Affected employees shall be notified in writing by the Employer of their right to reinstatement upon the Employer determining that it is feasible to recall such employees. Affected employees shall have fourteen (14) calendar days within which to notify the Employer, in writing, of their acceptance or rejection of the offer of reinstatement. Failure by the employee to notify the Employer of their decision within the established fourteen (14) calendar day period shall be considered a rejection of the offer of reinstatement.

Section 15.6. For purposes of this section, if the fourteenth (14th) calendar day falls on a Saturday, Sunday or observed holiday, the deadlines expressed herein will be automatically extended to the next regular workday. All written notices required of the Employer or employee herein shall be by certified mail.

ARTICLE 16 **HOURS OF WORK AND OVERTIME**

Section 16.1. This article shall not be construed as a restriction on the Employer's right to require overtime.

Section 16.2. The Employer shall attempt to arrange work schedules for bargaining unit employees so that the regularly scheduled workweek shall consist of forty (40) hours worked in five (5) consecutive eight (8) hour workdays and two (2) consecutive days off. The days off may be modified by the Employer. The Employer shall designate the start of the workweek and workday, but shall not change the starting time to avoid the payment of overtime.

Section 16.3. Each member of the bargaining unit may take a one-half (½) hour paid lunch period and two (2) paid fifteen (15) minute breaks each shift. Scheduling all such breaks are subject to work load. Employees must respond to emergency calls that occur when on break.

Section 16.4. When an employee is required to work in excess of eighty-four (84) hours in a fourteen (14) day work period (Deputy Sheriff and Corrections Officers), or forty (40) hours in a seven (7) day period (dispatchers), they shall be paid overtime pay for such time over eighty-four (84) hours or forty (40) hours at the rate of one and one-half (1½) times their regular hourly rate of pay for all time worked, except when the parties agree that the employee will work such time

in exchange for other time off. All overtime must be authorized. Compensation shall not be paid more than once for the same hours under any provision of this article or Agreement. For the purpose of calculating overtime pay, the term "hours worked" shall be interpreted to include vacation time, compensatory time, but shall not include sick leave.

Section 16.5. All extra duty details will be offered to full-time employees of the Office, who are certified law enforcement officers in the State of Ohio, before any part-time or auxiliary employees. A part-time or auxiliary employee may not be bumped from an extra duty sign-up sheet within twenty-four (24) hours of the scheduled duty. The Employer shall offer such work opportunities by departmental seniority among all qualified employees of the Office, except when a business or organization requests a certain employee, then the requested employee will be assigned upon the approval of the Sheriff. The Employer shall maintain a departmental seniority list of eligible employees. The minimum special duty rate shall be set by the Sheriff at twenty-five dollars (\$25.00) per hour. The special duty rate for nonprofit entities shall be twenty-one dollars (\$21.00) per hour. Bargaining unit employees will not be permitted to participate in extra duty details any part of a day in which they are on paid sick leave from the Sheriff's Office.

Section 16.6. An employee called in to work, at a time outside their regularly-scheduled shift, including court time, which call-out does not abut their regularly-scheduled shift, shall be paid for all time actually worked, but in no event will the amount paid be less than two (2) hours' pay at one and one-half (1½) the employee's regular rate of pay. Any employee called in to work, including court time, must report in full uniform, unless otherwise authorized by the Sheriff, and clock in at the time clock personally. An employee called in to rectify his own error shall be credited with the actual time worked at the appropriate rate of pay and not with the minimum premium herein stated.

Section 16.7. All overtime earned shall be compensated for by cash payments unless the member elects to receive compensatory time off. Such compensatory time off shall equal one and one-half (1½) for each hour of overtime compensation to which the member is entitled. No member may use more than eighty (80) hours of compensatory time, per calendar year, and no member may accumulate more than eighty (80) hours in their bank at any time.

Section 16.8. Members who are required to perform, for more than five (5) consecutive days, the duties of a higher classification will receive compensation for the time performing these duties at the rate of pay for the higher classification.

Section 16.9. Overtime Assignments.

- A. **Voluntary Overtime.** When the Employer has more than twenty-four (24) hours notice that an overtime assignment is needed, a notice to that effect shall be posted as promptly as possible and left up until twenty-four (24) hours prior to the shift in question. Qualified employees may sign up for such overtime by either half-shifts or full-shifts. Employees that sign up for overtime shall be responsible to find a voluntary replacement to fill the overtime if they are unable to work the overtime.

- B. **Mandatory Overtime.** Overtime assignments not assigned according to Section 16.9 (a) may be filled by mandating half-shift assignments to qualified on-coming and off-going shift personnel based on their seniority. Overtime may be filled by ordering the overtime to be filled by the least senior member of the oncoming shift for the last four (4) hours of the shift and by ordering the least senior member on duty to be held over for the first four (4) hours of the shift.

Normally, overtime will not be mandated on a member's scheduled, vacation, compensatory time, sick leave or any other approved paid time off unless the Employer is unable to fill the shift in accordance with Section 16.9 (a) or (b).

ARTICLE 17 **DAYS-OFF ASSIGNMENTS**

Section 17.1. Whenever the Employer determines that a vacancy exists in a days-off schedule on a shift within a classification and within a division, the member-applicant on that shift, within the division, with the greatest seniority making a request for said vacancy, shall be selected. Written requests for days-off schedules may be made at any time. The requests will be retained through December 31st each year. Special assignments may be made to affect the completion of a specific project or task without regard to this paragraph for a period not to exceed one (1) year. If such special assignments must exceed one (1) year, the Employer will notify the Union and negotiate such on demand.

Section 17.2. The Employer retains the right to fill or not to fill a days off vacancy or to alter the vacant days-off schedule for purposes of promoting efficiency or improving services.

ARTICLE 18 **SHIFT ASSIGNMENTS**

Section 18.1. The Employer will assign each bargaining unit member to a shift for a period of one (1) year. Positions on each shift will be posted by the Employer during the month of December each year, and employees will be permitted to express their shift preferences, in writing, during this one (1) month period. The Sheriff or designee will assign shifts to meet the operating needs of each department, but no employee will be unreasonably denied their preferred shift assignment. Failure to give reasonable consideration to the shift preference of employees, in order of their classification seniority, shall be subject to the grievance procedure set forth in this Agreement.

Section 18.2. Whenever a vacancy occurs on another shift, the member applicant with the greater seniority making a request in writing for transfer to said shift shall be selected, unless the skill and ability of another applicant is greater and the Sheriff determines that such skill and ability is needed to fill the vacancy.

Section 18.3. Written requests for changes in shift assignment may be made at any time. The requests will be retained through December 31st each year.

Section 18.4. When a vacancy is filled by someone other than the senior applicant, the senior applicant may request a meeting with the Sheriff to be told the reason such request was denied. This section will not apply to personnel with less than two (2) years service, nor to detectives.

Section 18.5. Special assignments may be made to affect the completion of a specific project or task without regard to this article for a period not to exceed one (1) year. If such special assignments must exceed one (1) year, the Employer will notify the Union and negotiate on demand.

Section 18.6. This article shall be subordinated to the need to assign an individual of a specific sex to the appropriate section of the jail.

Section 18.7. The Employer retains the right to determine that a shift vacancy shall not be filled.

ARTICLE 19 **WORK RULES**

Section 19.1. All new work rules, policies, regulations and changes to existing work rules, policies and regulations shall be posted seven (7) days prior to implementation except in cases of emergency. At the time of posting, a copy will be provided to the Labor Council representative.

Section 19.2. The work rules, policies and regulations shall be applied and interpreted consistently by the Employer and may not violate any provision of this Agreement.

Section 19.3. Nothing contained in this article shall be construed in any manner as a limitation on the Employer's rights to alter its work rules, policies or regulations.

ARTICLE 20 **SUBSTANCE TESTING AND ABUSE**

Section 20.1. Drug/alcohol testing may be conducted on employees if there is probable cause to believe that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner and 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 of 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.

Such probable cause shall normally be recorded and reduced to writing as soon as practicable and a copy thereof given to the member.

Section 20.2. Drug Testing Procedures. All drug screening tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS-recognized certification program. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. When practical, samples shall be obtained from the employee at the laboratory by a laboratory employee. All samples collected shall be contained in two (2) 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 20.3. Alcohol Testing Procedures. 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 20.4. Test Results/Refusal to Submit to Testing. Prior to any testing, the member shall be given the opportunity to request the presence, or seek the advice, of an FOP/OLC representative. Any test shall be given immediately after discussion with the bargaining unit member and the FOP/OLC representative, but no more than one hundred twenty (120) minutes after the probable cause determination was made, whichever is sooner. 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 for 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 20.5. Confirmatory Testing.

- A. If a drug screening test is positive, a confirmatory test shall be conducted utilizing additional fluid from the same 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 results of the first test, or the results are negative, the split sample results are determined to be the final result.

- D. In the event the two (2) test results are positive, the employee is entitled to have the sample in the second container, which has remained intact, tested in the manner prescribed above at the employee's expense. The result of the test whether positive or negative, shall be determinative.

Section 20.6. Positive Test Results.

- A. In all cases of drug and alcohol use and abuse, the Employer will give strong consideration to the use of rehabilitation instead of discipline. However, if circumstances warrant, the Employer reserves the right to impose appropriate discipline up to and including termination.
- B. If an employee is not terminated for just cause as stated above, the Employer will 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 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 leave 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 the employee's former position. Such employee may be subject to periodic retesting upon return to work for a period of one (1) year from the date of the employee's 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.

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

Section 20.7. Payment of Testing Costs. Costs of all drug screening tests and confirmatory tests shall be born by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

Section 20.8. The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with their ability to work productively.

- A. Participation in the assistance program shall be voluntary, except for those employees not terminated for a drug or alcohol abuse violation. Employees who test positive, shall be required to participate in this Employee Assistance Program. Seeking and/or accepting

assistance to alleviate an alcohol, drug or other behavioral or emotional problem will not in and of itself jeopardize an employee's job security.

- B. Employee participation in this assistance program shall be scheduled outside the employee's scheduled workday. If scheduling does not permit this, employees can use unused sick leave or vacation leave.
- C. Records regarding treatment and participation in the E.A.P. shall be confidential, and the records shall not be maintained in the employee's personnel file.
- D. Expenses incurred for treatment, assistance and/or hospitalization will be provided under the employee's health insurance, whenever possible. Participating employees will be advised of the extent of insurance coverage for the appropriate treatment, should they so request.

ARTICLE 21
WAGES

Section 21.1. The following rates will be effective February 1, 2014:

A.

<u>Classification</u>	A	B	C	D	E
(3.5%) Deputy (Road)	\$14.96	\$15.53	\$16.11	\$16.81	\$17.46
(2.5%) Deputy (Jailer)	12.82	13.34	13.91	14.43	15.02
(2.5%) Deputy/Dispatcher	12.82	13.34	13.91	14.43	15.02
(2.5%) Records Clerk	12.82	13.34	13.91	14.43	15.02

(3.5%) Sergeants (Road-Jail) \$19.19

(3.5%) Lieutenants \$20.60

The following rates will be effective February 1, 2015:

<u>Classification</u>	A	B	C	D	E
(3.5%) Deputy (Road)	\$15.48	\$16.07	\$16.67	\$17.40	\$18.07
(2.5%) Deputy (Jailer)	13.14	13.67	14.26	14.79	15.40
(2.5%) Deputy/Dispatcher	13.14	13.67	14.26	14.79	15.40
(2.5%) Records Clerk	13.14	13.67	14.26	14.79	15.40

(3.5%) Sergeants (Road-Jail) \$19.86

(3.5%) Lieutenants \$21.32

The following rates will be effective February 1, 2016:

Classification	A	B	C	D	E
(3.5%) Deputy (Road)	\$16.02	\$16.63	\$17.25	\$18.01	\$18.70
(2.5%) Deputy (Jailer)	13.47	14.01	14.62	15.16	15.79
(2.5%) Deputy/Dispatcher	13.47	14.01	14.62	15.16	15.79
(2.5%) Records Clerk	13.47	14.01	14.62	15.16	15.79

(3.5%) Sergeants (Road-Jail) \$20.56
(3.5%) Lieutenants \$22.07

- B. Employees will normally be hired at Step A of the wage scale. Employees will advance to the next step of the wage scale the first full pay after their anniversary date each year until they reach Step E of the scale. All employees must work a year in the new step of the wage scale before advancing to the next step. Employees who receive a promotion will advance to the new range, in the step which allows increase.
- C. Employees assigned to property room technician will receive a fifty cent (\$.50) an hour wage supplement. The employee promoted to the Purchasing Deputy and Corrections Corporals will receive a one dollar (\$1.00) supplement above Step E of Deputy (Jailer). The employee promoted to Dispatcher Supervisor (TAC Officer) will receive a one dollar (\$1.00) supplement above Step E of the Deputy Dispatcher.
- D. Each full-time bargaining unit employee shall receive longevity pay added to their base rate of pay upon the completion of the required years of employment with the Morrow County Sheriff's office as follows:
 - After six (6) years' service..... \$0.25 per hour
 - After twelve (12) years' service..... \$0.50 per hour
 - After eighteen (18) years' service \$0.75 per hour
 - After twenty-three (23) years' service \$1.00 per hour
- E. Detective will receive \$0.75 per hour for all hours worked to compensate for changing schedules and callouts.

ARTICLE 22
PERS PICKUP

Section 22.1. The Employer agrees to continue a designated pickup plan for employees' contributions to the Public Employees Retirement System. This plan will utilize the salary reduction method of deducting the employees' contributions from the employees' gross wages to arrive at an adjusted gross wage for tax purposes.

ARTICLE 23
VACATION

Section 23.1. Each full-time employee of the bargaining unit shall earn vacation leave upon the completion of the required years of employment and annually thereafter as follows:

After one (1) year service	80 hours vacation
After six (6) years service	120 hours vacation
After twelve (12) years service	160 hours vacation
After twenty (20) years service	200 hours vacation
After twenty-five (25) years service	240 hours vacation

Vacation leave accrues to employees at the following rates per biweekly pay period:

<u>Annual Vacation</u>	<u>Credit</u>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours
240 hours	9.2 hours

Section 23.2. The period of vacation requested by all employees and all vacation scheduling is subject to the approval of the Sheriff. Vacation is accumulated proportionately based on the completion of each full biweekly pay period. Additional leave is not accrued through the performance of paid overtime.

Section 23.3. An employee on vacation will not be required or allowed to report for duty except in the case of emergency. Emergency shall be defined as an emergency determined by the Sheriff, County Commissioners or Governor.

Section 23.4. Vacation leave is to be taken within the twelve (12) months following the employee's anniversary date. The employee may carry over up to the amount of vacation time which the employee accumulates in two (2) calendar years in addition to the current year's accrual, but may not exceed that amount.

Section 23.5. In the event of the death of an employee, any unused vacation leave shall be paid in a lump sum to the surviving spouse or to the estate of the deceased.

Section 23.6. Upon the written request of an employee, the Employer shall pay an employee for a maximum of forty (40) hours of unused vacation leave each year. In order to receive such payment, the employee must have a balance of vacation leave from the prior year as of the employee's anniversary date and must make the request to the Administration in writing.

ARTICLE 24
HOLIDAYS

Section 24.1. Employees shall be entitled to the following paid holidays:

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

Section 24.2. Continuous operation employees shall observe the holidays on the actual dates specified. Non-continuous operation employees shall observe the holidays on the actual dates of occurrence, except when a holiday falls on a Saturday, it shall be observed on the preceding Friday, and when a holiday falls on Sunday, it shall be observed on the succeeding Monday.

Section 24.3. An employee who is not scheduled to work on a day recognized as a holiday shall receive a regular day's pay for the holiday.

Section 24.4. Any work performed by an employee on any one of the days listed in Section 24.1 shall be paid for at one and one-half (1½) times the employee's straight time hourly rate in addition to a regular day's pay for the holiday.

ARTICLE 25
SICK LEAVE

Section 25.1. Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff. Unused sick leave shall accumulate without limit.

Section 25.2. If illness or disability continues beyond the time covered by earned sick leave, the employee, upon written request, may be granted an unpaid disability separation, Family Medical Leave, or personal leave in accordance with the appropriate articles of the labor Agreement.

Section 25.3. Sick leave shall be charged in minimum units of one-half (½) hour. An employee shall be charged for sick leave only for days upon which the employee would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings. Falsification of either a written signed statement, or a physician's certificate shall be grounds for disciplinary action, up to and including dismissal.

Section 25.4. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

- A. Illness, injury, pregnancy and/or childbirth related condition of the employee;
- B. Funeral leave as specified in Section 25.12.
- C. Medical, dental or optical examination or treatment of employee which cannot be scheduled during non-working hours;
- D. If a member of the immediate family is afflicted with an illness, injury or pregnancy-related condition, and requires the care and attention of the employee or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others; and

For the purposes of Section 25.4 (A)(D) "immediate family" is defined as spouse, child, mother, father, brother, sister, grandparent, father-in-law, mother-in-law, guardian or any dependent person living in the same household on a continuous basis.

Section 25.5. The Employer shall require an employee to furnish a satisfactory signed statement explaining the nature of the illness sufficient to justify the use of sick leave. The Employer shall also require an employee who uses sick leave pursuant to either Section 25.4, C or D to furnish a statement signed by a physician stating that the employee was unable to work or was needed to care for a member of the immediate family. Said physician's statement shall only be required for absences in excess of three (3) consecutive working days, or in excess of five (5) separate usages of sick leave (excluding funeral leave) in a twelve (12) month period.

Section 25.6. Notification by Employee. When an employee is unable to work, the employee shall notify their immediate supervisor or other designated person, two (2) hours before their scheduled time to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the employee's immediate supervisor. Employees who fail to report an absence at least two (2) hours before they are scheduled to report shall be subject to discipline.

Section 25.7. With the approval of the Employer, days of unpaid sick leave may be charged to other paid leave to which the employee is entitled.

Section 25.8. Employees who work six (6) months without missing more than four (4) scheduled work time hours (due to sick leave) will be eligible for one (1) Personal day (8 hours) time-off with pay (for no more than two (2) personal days per contract year) at a mutually agreeable time that does not cause over-time.

Section 25.9. If an employee transfers from one department within the County to another, or has been re-employed by the County, the employee will be credited with the unused balance of previously accumulated sick leave provided the time between transfer or separation and reinstatement is less than ten (10) years. Employees hired prior to February 1, 1991 shall be

entitled to whatever prior sick leave credits they were granted upon their date of original appointment. Employees hired after January 31, 1991 shall only be entitled to sick leave earned while in the employ of Morrow County.

Section 25.10. Employees failing to comply with sick leave rules and regulations may not be paid. Application for sick leave with intent to defraud may result in disciplinary action and a refund of the salary or wages paid.

Section 25.11. 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 the employee's position. If found not qualified, the employee may be placed on sick leave, leave without pay, or Family Medical Leave. The cost of such examination of the Employer's physician shall be paid by the Employer, and the physician will send the Employer the results of the examination.

If the physician utilized by the Employer determines that the employee is not capable of performing the duties, and the employee's physician has established that the employee is, capable of performing the duties, then the two (2) physicians shall mutually choose a third physician to examine the employee. The neutral physician's determination shall be binding on all parties. The neutral physician shall send a report to both parties. The cost of the neutral physician shall be divided equally and paid by the Employer and the employee.

Section 25.12. Funeral Leave.

A. Each regular full-time employee shall be entitled to funeral leave with pay according to the following schedule:

Days/Hours of Leave

<u>Leave for Death of:</u>	<u>Local Funeral</u>	<u>Other Funeral</u>
Immediate Family Member	1-3 days ¹	1-5 days ¹
Other Relative	4-8 hours ²	1-3 days ²

B. For the purposes of this section, "immediate family member" means spouse, child, brother, sister, parent, grandparent, brother-in-law, sister-in-law, and parent-in-law, or any other relative residing in the employee's household.

C. For the purposes of this section, "local funeral" means a funeral in Morrow County, or within fifty (50) miles thereof.¹

¹One workday/shift is automatic for the day of the funeral, but additional time up to the maximum shall be given only with approval of the Sheriff and be deducted from the employee's sick leave balance.

²All leave time with approval of the Morrow County Sheriff.

ARTICLE 26
SICK LEAVE CONVERSION

Section 26.1. Upon retirement from County service, a bargaining unit employee shall be eligible to be paid an amount equal to twenty-five percent (25%) of the employee's accumulated but unused sick leave, up to a maximum payment of 240 hours.

Section 26.2. To receive the sick leave payment, the employee shall have had at least five (5) years of service with the County.

Section 26.3. To qualify for sick leave conversion, the employee must be eligible to receive retirement benefits from the Ohio Public Employees Retirement System at the time of separation from County employment.

An employee must request such payment in writing. The payment will be made only once and will eliminate all accrued sick leave credit.

Section 26.4. In the event an employee dies while actively employed such unused sick leave as stipulated in Section 25.1 that may have been available to the employee shall be paid to the employees' surviving spouse or to the estate of the deceased, up to the limit stipulated in Section 26.1.

ARTICLE 27
UNIFORM ALLOWANCE

Section 27.1. The Employer agrees to provide uniforms for each employee occupying a uniformed position. At the time of hire standard issue will be made as determined by the Employer. The Employer shall determine the specifications of all uniforms, items covered, and the necessary accessories required. New hires will receive their initial issue no later than thirty (30) days after hiring. Appendix A is a list of uniform items that the Employer will issue to new employees.

Section 27.2. In addition to the above, the Employer shall replace at no cost to the employee, any uniform or piece thereof which is damaged or destroyed in the line of duty or scope of employment. Any such incidence shall be reported to the Employer or designee who shall make the appropriate allowance to replace the uniform or piece. Any articles lost or damaged through negligence of the employee shall be replaced at the employee's expense.

Section 27.3. All uniforms, accessories,, and other items of clothing purchased by the Employer shall remain the property of the County. Upon termination of employment, the employee shall return such uniform or clothing items to the County or with the approval of the Employer, shall pay the County fair market value of those items the employee is permitted to keep.

Section 27.4. Employees receiving uniforms shall be responsible for the cleaning and maintenance of their uniforms and equipment and shall present themselves for duty in accordance with the proper dress code as established by the Employer. Any employee

commencing their shift not in proper uniform shall be subject to disciplinary action. The Employer agrees to continue the current dry cleaning program for the life of this Agreement. The Employer shall replace employee uniform items as it determines necessary. Such replacement shall be within a reasonable period of time, with orders being placed not less than March and September each year.

Section 27.5. Where an employee has supplied evidence that damage to personal property was sustained while performing assigned work duties with due caution and without negligence on the part of the employee, the Employer shall reimburse the employee for the cost of necessary repairs or replacements to a maximum of eighty dollars (\$80.00). The employee shall present the damaged personal property for the Employer's inspection prior to the repair or replacement of said property. Repair or replacement of said property shall be at the Employer's option.

Section 27.6. In the event of damage to prescription eye glasses, including frames, contact lenses, and dentures, the Employer shall pay the difference between the amount of reimbursement from Workers' Compensation and the actual cost of the repair or replacement, subject to the conditions set forth in Section 27.5 of this article, and a maximum of one hundred-fifty dollars (\$150.00). In the event of a restitution order provided by the court for damages under this section, the employee shall return the restitution in excess of the cost for the repair or replacement to the Employer, but in no event shall the restitution returned be in excess of the costs paid by the Employer.

Section 27.7. Certified peace officers assigned by the Sheriff to wear plain clothes shall receive an annual allowance of four hundred dollars (\$400.00) per year for the purchase of civilian clothes worn in the line of duty. The Employer will pay up to one hundred dollars (\$100.00) per year for cleaning such clothes. If the Employer determines that utilization of purchase orders in lieu of the semi-annual allowance checks are more practical, the purchase order policy shall be written and adhered to by both the members and the Employer. The employee will be required to provide receipts.

Section 27.8. The Employer shall attempt to obtain pickup and delivery of dry cleaning and laundry service at the County Sheriff's Office.

ARTICLE 28

TRAINING EXPENSES

Section 28.1. All training required of the employee by the Employer shall be at the Employer's expense.

Section 28.2. Whenever an employee is in approved training, it shall be considered as work time and the employee shall be paid at the appropriate rate of pay.

ARTICLE 29
INSURANCE

Section 29.1. The County shall continue to provide a group medical program including hospitalization and major medical with the benefit level that is offered to Morrow County general fund employees outside of the bargaining unit. The County reserves the right to select the carrier or method of provision.

Section 29.2. Effective for the term of this Agreement, the County shall pay 85% of the cost of the individual and family medical insurance premium of the plan provided to other County Employees and the bargaining unit members shall pay 15% of the cost.

Section 29.3. Effective for the term of this Agreement, the County will provide life insurance benefits in the amount of twenty thousand dollars (\$20,000.00) for each bargaining unit employee. The total cost of such insurance shall be paid by the Employer. The County reserves the right to select the carrier or method of provision.

ARTICLE 30
LIABILITY PROTECTION

Section 30.1. The Employer shall provide liability insurance to employees covering suits filed against them or awards against them while acting in the lawful scope of their employment. This article shall not be construed to obligate the Employer to provide counsel if the Employer initiates legal action against an employee or for any appeal/arbitration procedures.

ARTICLE 31
LEAVES OF ABSENCE

Section 31.1. Upon written request of an employee, the Employer may grant the employee a leave of absence without pay in accordance with the following:

- A. The maximum leave without pay shall not exceed six (6) months.
- B. An employee shall submit to the Employer pertinent information relating to the reason for which the leave is requested on a standard form designated by the Employer.
- C. The authorization of a leave is solely a matter of administrative discretion. No leave of absence shall be granted for the purpose of working another job.
- D. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied or another position at a similar level should the original position be abolished.
- E. If an employee fails to return to work upon the expiration of an authorized leave, that employee shall be considered as having resigned.

F An employee on unpaid leave does not earn sick or vacation leave credit, however, time spent on leave shall be considered in determining length of service for purposes where seniority is a factor.

Section 31.2. Employees may be granted the following types of paid leaves of absence:

Court Leave: The Employer shall grant full pay when an employee is summoned for any jury duty by the United States, the State of Ohio, or a political subdivision. All compensation for jury duty must be refused by signing the proper County form unless such duty is performed totally outside of normal working hours. An employee released from jury duty prior to the end of their scheduled workday shall report to work for the remaining hours.

Employees will honor any subpoena issued to them, including those for workers' compensation, unemployment compensation, and Board of Review hearings. It is not considered proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay, or vacation.

Military Leave: All employees who are members of the Ohio National Guard, the Ohio organized Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are 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. The employee will receive their regular base rate of pay while on paid military leave and keep their military pay.

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.

Employees who are members of those components listed above and who are called or ordered to military service for longer than a month for each calendar year, because of an executive order issued by the President of the United States, an act of Congress, or because of an order to perform the duty issued by the Governor pursuant to Section 5919.29 or 5923.21 of the Revised Code, during the period designated in the act or order, are entitled to a leave of absence from their respective duties and to be paid each monthly pay period of that leave, the lesser of:

- A. the difference between the Employer's gross monthly wage or salary and the sum of the employee's gross military pay and allowances received that month;
- B. five hundred dollars (\$500.00).

No employee will receive payment under this section, if the sum of the employee's gross military pay and allowances received in the period exceeds the employee's gross wage or salary.

Examination Leave: Time off with pay shall be allowed to employees to take a required examination, pertinent to their employment.

ARTICLE 32
HEALTH AND SAFETY

Section 32.1. Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to attempt to provide safe working conditions, and working methods for his employees. The employees accept the responsibility to maintain tools, equipment and work areas in a safe and proper manner, and accept the responsibility to follow all safety rules and safe working methods of the Employer. All working conditions believed to be unsafe must be reported to the Sheriff or his designee as soon as said unsafe working conditions are known. The Sheriff will investigate all reports of unsafe working conditions, and will attempt to correct any which are found, and see that the safety rules and safe working methods are followed by his employees.

Section 32.2. The Employer will provide a "post shooting trauma" counseling program to employees involved in work-related shooting incidents.

ARTICLE 33
NO STRIKE/NO LOCKOUT

Section 33.1. The Employer and the Labor Council recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public, and that this Agreement provides machinery for the orderly resolution of grievances. Therefore, the parties agree that:

- A. During the term of this Agreement, the Labor Council shall not, for any reason, authorize, cause, engage in, sanction, or assist in any sick call work stoppage, strike, sympathy strike, slowdown, or any other concerted activity which would interrupt the operations or services of the Employer during the life of this Agreement.
- B. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 33.1(A) of this article is subject to discipline or discharge by the Employer.
- C. In the event of any violation of this article, the Labor Council shall promptly do whatever it can to prevent or stop such unauthorized acts, including posting of a written notice over the signature of a Labor Council official notifying employees that such strike activity is not sanctioned by the Labor Council.

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

Section 33.2. During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit employees unless those employees shall have violated Section 31.1 of this article.

ARTICLE 34 **SEVERABILITY**

Section 34.1. Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

Section 34.2. If any portion of the Agreement or any provisions of this Agreement are found invalid, both parties shall meet within twenty (20) calendar days in an attempt to negotiate the article(s) found invalid.

ARTICLE 35 **WAIVER IN CASE OF EMERGENCY**

Section 35.1. In cases of any emergency declared by the President of the United States, the Governor of the State of Ohio, the Sheriff, the County Commissioners, or the Federal or State Legislature, such as acts of God, the following conditions of this Agreement may automatically be suspended:

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

Section 35.2. Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they [the grievance(s)] had properly progressed.

ARTICLE 36 **DURATION OF AGREEMENT**

Section 36.1.

- A. This Agreement shall be effective upon signing and shall remain in full force and effect until midnight, January 31, 2017, unless otherwise terminated as provided herein.

- B. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) 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 certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

- C. 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.

This Agreement constitutes the entire Agreement between the parties, and all other Agreements written, oral, or otherwise are hereby canceled.

SIGNATURE PAGE:

The parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this 21st day of February, 2014.

MORROW COUNTY:

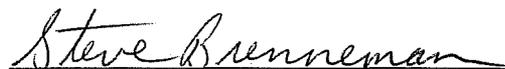


Tom Whiston, Commissioner

Tom E. Harden, Commissioner

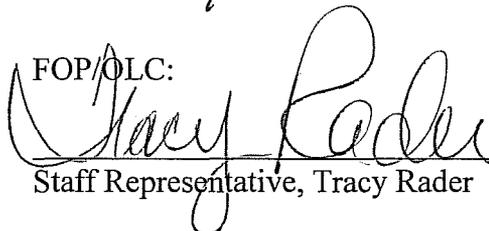


Richard Miller, Commissioner



Steve Brenneman, Sheriff

FOP/OLC:



Staff Representative, Tracy Rader



Negotiations Committee Member

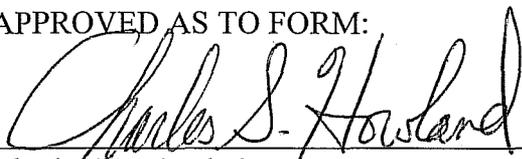


Negotiations Committee Member



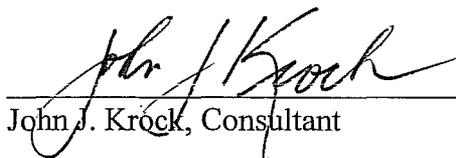
Negotiations Committee Member

APPROVED AS TO FORM:



Charles Howland, County Prosecutor

APPROVED AS TO CONTENT:



John J. Krock, Consultant

APPENDIX A

ROAD UNITS/CORRECTIONS OFFICERS

- 3 Long sleeve shirts (1 for Jail)
- 3 Short sleeve shirts
- 3 Pair of pants
- 1 Pair of boots (limit \$100) as required and approved by the Sheriff
- 1 Winter coat (Road only)
- 1 Duty belt for the Road units including but not limited to: belt keepers, mace holder, radio holder, handcuff case, glove pouch, ASP baton holder, gun holster and magazine holder
- 1 Can of mace
- Handcuffs
- Trouser belt
- Rechargeable flashlight (road units)

Patrol Units are also issued the following:

- Body armor
- Rain coat
- ASP baton (once certified)
- Duty weapon and 3 magazines
- Citation book
- Forms holder clipboard

DISPATCHERS (will provide when funds are available)

- 3 Short sleeve shirts
- 3 Pair of pants
- 1 Sweater
- 1 Pair of boots or shoes