



# AGREEMENT

BETWEEN THE

MORGAN COUNTY SHERIFF'S OFFICE

AND THE

FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.

SERGEANTS AND LIEUTENANTS

EFFECTIVE MARCH 1, 2014  
THROUGH  
MARCH 1, 2017

SERB Case # 2013-MED-11-1516

13-MED-11-1516  
1759-03  
K30721  
03/14/2014

**ARTICLE 1**  
**PREAMBLE**

**Section 1.1. Purpose.** This agreement, entered into by the Morgan County Sheriff, hereinafter referred to as the Employer, County, Sheriff, or Sheriffs Office, and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the F.O.P./O.L.C.I. or the Union, has as its purpose to promote cooperation and orderly, constructive and harmonious relations between the Employer, its employees and the F.O.P./O.L.C.I. and to set the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

This agreement supersedes all previous agreements (either written or oral) between the Employer, the employees and the F.O.P./O.L.C.I.

**ARTICLE 2**  
**RECOGNITION**

**Section 2.1. Inclusions.** The Employer recognizes the Fraternal Order of Police, Ohio Labor Council, Inc., (F.O.P./O.L.C.I.) as the sole and exclusive representative for all full time Sergeants and Lieutenants who work in the classification of road deputy as certified in SERB Case No. 09-REP-090-0113.

**Section 2.2. Exclusions.** Part-time employees, management level employees, professional employees, confidential employees, seasonal and casual employees, all other employees and all other employees not specifically included in the bargaining unit described in Section 2.1 above are specifically excluded and are not covered under this agreement.

**ARTICLE 3 F.O.P./O.L.C.I.**  
**REPRESENTATION AND BULLETIN BOARDS**

**Section 3.1 Employee Representatives.** The Employer agrees to recognize two (2) bargaining unit employees as Union representatives for the bargaining unit for the purpose of processing grievances and representing employees pursuant to the provisions of this agreement. The Union will notify the Sheriff in writing of the names of all officers and representatives of the bargaining unit and any other changes that may occur. Except as

specifically set forth in this agreement, employee representatives may not conduct Union business on county time.

**Section 3.2. Union Representatives.** Non-employee representative(s) of the F.O.P./O.L.C.I. shall be admitted to the Employers facility for the purpose of processing grievances, attending meetings or for monitoring the administration of this agreement upon approval of the Employer or the Employer's designee. The Employer, or designee, shall facilitate necessary contact between the representative and an on-duty bargaining unit employee, provided that the arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

**Section 3.3. Bulletin Boards.** The F.O.P./O.L.C.I. shall be permitted to install and maintain bulletin boards in agreed upon areas of each facility. No material may be posted on the F.O.P./O.L.C.I. bulletin boards that contains the following:

- a. Personal attacks upon any other member or employee, or unprofessional material;
- b. Derogatory attacks upon the administration or any County official;
- c. Attacks on any other employee organization;
- d. Material or comments regarding a candidate for public office or any campaign materials, political announcements both partisan as well as non-partisan, posters, stickers, buttons, or related material.

No F.O.P./O.L.C.I. related materials may be posted in the Employer's facilities or on the Employer's equipment except for the F.O.P./O.L.C.I. bulletin boards as described above. Only F.O.P./O.L.C.I. material shall be permitted on the F.O.P./O.L.C.I. bulletin boards. Any material placed on the bulletin boards in violation of this article shall be immediately removed from the bulletin board by the Employer or by the F.O.P./O.L.C.I.

**Section 3.4. Use of Intra-Office Mail Boxes.** The F.O.P./O.L.C.I. shall be permitted to utilize, at no cost or loss of time to the Employer, the intra-office mail boxes for the purpose of providing information pertaining to the F.O.P./O.L.C.I. business to bargaining unit employees. The F.O.P./O.L.C.I. agrees that the use of the mail system will be reasonable and limited to

providing information that is necessary for the normal conduct of F.O.P./O.L.C.I. business or bargaining unit representation.

**Section 3.5. F.O.P./O.L.C.I. Official.** The chair of the grievance committee (Associate) is the highest-ranking F.O.P./O.L.C.I. official in the bargaining unit. That person will be permitted time off as set forth below during the work week to take care of F.O.P./O.L.C.I. and/or matters concerning this agreement within his/her capacity. During such service in this post, the F.O.P./O.L.C.I. official shall continue entitlement wages, fringe benefits, seniority, accrual and all other benefits allowed a bargaining unit member as though he/she were at all times performing job-related duties.

During the term of office, the F.O.P./O.L.C.I. Associate shall continue to be required to report daily to his/her supervisor at the assigned shift starting time, and shall be required to apprise the supervisor of his/her whereabouts at all working times while performing the duties allowed by this article. The F.O.P./O.L.C.I. Associate shall be granted time off from work duties not to exceed a total of one (1) pay period to perform duties or to take care of F.O.P./O.L.C.I. related activities. The F.O.P./O.L.C.I. Associate will be required to cease or forego any of the activities allowed by this article, upon the direction of his/her supervisor, for the purpose of assisting in/with a job-related function. None of the duties of the F.O.P./O.L.C.I. Associate herein-described may be conducted on paid overtime hours, nor shall they be conducted if paid overtime hours are required to fill this vacancy.

The Employer shall allow one (1) member from the bargaining unit eight (8) hours per year to attend the annual F.O.P./O.L.C.I. conference.

**Section 3.6. Local Meetings.** The employee released for meetings within Morgan County will carry a communication radio with him/her to the meetings or provide the dispatcher with the telephone number where they can be readily reached. The employee will maintain contact with the dispatcher and will be subject to call at any time during said meeting if it becomes necessary to perform a job-related function.

**Section 3.7. Grievance Time.** Time spent by the F.O.P./O.L.C.I. Associate in representing employees in scheduled grievance or disciplinary hearing shall not count against the one (1) hour pay period release time.

## ARTICLE 4 CONFLICT AND AMENDMENT

**Section 4.1 Conformity to Law.** The parties intend this agreement to supersede and replace any state and local laws on the subjects referenced or covered by this agreement. Where this agreement makes no specification about a matter, the provisions of applicable law shall prevail. If, by operation of law, or by a court of competent jurisdiction, it is found that any provision of this agreement shall be of no further force and effect, the remainder of the agreement shall remain in full force and effect for the agreement term.

**Section 4.2. Severability.** The parties agree that should any provision of this agreement be found to be invalid, that upon the written request of either party, a meeting will be scheduled within twenty (20) calendar days at a mutually agreeable date and time to discuss in good faith alternative language on the same subject.

**Section 4.3. Amendments to Agreement.** Amendments and modifications of this agreement may only be made by mutual written agreement of the parties to this agreement, subject to ratification by the Union and County Commissioners.

## ARTICLE 5 APPLICATION OF CIVIL SERVICE LAW

**Section 5.1. Application of Civil Service Law.** Except as expressly provided otherwise in this agreement or specifically excepted from the scope of collective bargaining by the provisions of the Ohio Revised Code Section 4117, civil service laws contained in Ohio Revised Code Section 124.01-124.56 and the provisions of Ohio Revised Code Section 325.19 and any other matter referenced in this agreement shall not apply to employees in the bargaining unit. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

**ARTICLE 6 DUES**  
**DEDUCTION**

**Section 6.1. Dues Deduction.** The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all membership dues required by the Union. The Union will notify the Sheriff and County Auditor in writing each year in January of the amount of dues it charges and its current membership. The union will update membership information as needed. Employees shall submit a written authorization for dues and deductions.

**Section 6.2. Indemnification.** It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of provisions of this article and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made pursuant to this agreement. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The parties agree and understand that if an employee(s) files an action(s) against the County and/or Union regarding the deductions made under this article, the deductions cease immediately.

**Section 6.3. Submission of Dues to Union.** All dues and fair share fees collected shall be submitted to the Union at its main office to the Ohio Labor Council, 222 East Town Street, Columbus, Ohio, 43215. Once each calendar month a check in the aggregate amount of the deductions made for that calendar month together with a list of members from which deductions were made.

**Section 6.4. Maintenance of Membership.** Current dues payers and any eligible employee who becomes a union member and authorizes dues deduction during the term of this agreement shall continue dues deductions until the window period which exists between the one hundred and twentieth (120<sup>th</sup>) and the ninetieth (90<sup>th</sup>) day prior to the expiration of this agreement at which time they may cancel dues authorization by stating their intention in writing to both the Union and the County Auditor.

**Section 6.5. Fair Share Fee.** It is agreed that all non-exempt employees who do not join the Union shall be required to pay a fair share fee to the Union. The Employer agrees to deduct from the employee's payroll check a

fair share fee as permitted under the Ohio Revised Code 4117.09 (C). The amount of such fair share fee shall be determined by the Union but in no event exceed the amount of dues paid by employees who are Union members. This obligation shall commence upon the successful completion of the probationary period. This provision shall not be construed as requiring any employee to become or to remain a member of the Union.

The Union agrees that in the event an employee files an action challenging the deduction of fair share fees, the Employer may cease deductions for the fair share fees until the issue is resolved. Further, the Union agrees to hold the Employer harmless in the event of any legal controversy with regard to the application of this provision.

## ARTICLE 7 NO STRIKE-LOCKOUT

**Section 7.1 Employees' Pledge.** All members of the bargaining unit pledge that they shall not plan, support or participate in any work slowdown, strike or any other form of concerted activity which would amount to a withholding of services of their employment from the Sheriffs Office. In the event of a violation of this article, the F.O.P./O.L.C.I. agrees, that upon request by the Employer, to issue an immediate written demand to the employees of the Sheriff Office disclaiming such violation and immediately ordering such employees to cease such activity and return to the normal operations of the office.

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

**Section 7.2. No Lockout.** During the term of this agreement the Employer shall not lock out any member of the bargaining unit.

## ARTICLE 8 NONDISCRIMINATION

**Section 8.1. Pledge.** Neither party shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, handicap, national origin, affiliation with or non-affiliation with the F.O.P./O.L.C.I. or

for any other reason prohibited by law. The F.O.P./O.L.C.I. shall share equally with the Employer the responsibility for applying this provision of the agreement.

**Section 8.2. Plurals and Gender.** Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular.

Words, whether in the masculine, feminine or neuter genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders it is understood that the use is for convenience purposes only and is not to be interpreted to discriminatory by reason of sex.

### **ARTICLE 9 WAIVER IN CASE OF EMERGENCY**

**Section 9.1. Waiver.** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, County Officials, or for such acts of God and civil disorder, the following conditions of this agreement shall automatically be suspended:

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

**Section 9.2. Grievances.** Upon termination of the emergency, should grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure (ARTICLE 13) of this agreement and shall proceed from the point in the grievance procedure from which they (the grievances) had properly progressed.

### **ARTICLE 10 PERSONNEL INFORMATION FILES**

**Section 10.1 Response to or Removal of Records.** In any case in which a written reprimand, suspension, or dismissal is overturned on appeal or otherwise rendered invalid, all documents relating thereto will be removed from the personnel file of the member. All such records removed as a result of the arbitration procedures from the personnel file for the reasons outlined above shall not be considered in future disciplinary action or promotional considerations. All removal of records shall be in accordance with

Ohio Law. The County shall abide by and follow provisions of Ohio Revised Code Sections 1347 and 194.43.

If, upon examining his/her personnel file, any bargaining unit member has reason to believe that there are inaccuracies in documents contained therein, he/she may write a memorandum to the Employer explaining the alleged inaccuracy. If the Employer concurs with the member's contentions, the Employer shall remove the faulty document from the personnel file. If the Employer does not concur with the contentions of the member, the Employee will attach the member's written memorandum to the document in the file.

**Section 10.2 Personnel Information.** The Employer shall maintain personnel information regarding each employee that shall include (at least) the application and background information, commendations, discipline, payroll, training, and other information regarding the employee. Every employee will be allowed, in the presence of a management representative, to review the contents of his/her personnel information files, at any mutually agreed-to reasonable time. Any employee wishing to review his/her personnel information files will make a written request to the Sheriff, or designee, who will then permit the employee and /or his/her authorized representative, to review the personnel information files.

**Section 10.3 Duration of Discipline Records.** Records of written warnings and written reprimands shall cease to have force and effect to be considered in future discipline matters, six (6) months after their effective date, providing there are no intervening disciplinary actions taken during that time period.

Records of suspension, reduction in pay or reduction in rank shall cease to have force and effect to be considered in future disciplinary.

**Section 10.4 Removal of Documents.** Records of written warnings and written reprimands will be removed and archived in accordance with the County's Record Retention Policy and in accordance with the State of Ohio Public Records Laws six (6) months after the effective date of the warning(s) or reprimand(s) upon request, providing that there is no intervening disciplinary action during the six (6) month period.

Records of suspensions will be removed from an employee's personnel file, upon request, two (2) years after the effective date of the suspension providing that there is no intervening disciplinary action during the two (2) year period.

In any case in which a written warning, written reprimand, suspension, or dismissal is disaffirmed or otherwise rendered invalid, all documents relating thereto will be removed immediately from the employee's personnel file.

**ARTICLE 11**  
**MANAGEMENT RIGHTS**

**Section 11.1 General Work Rules.** Except to the extent modified by the provisions of this agreement, the employer reserved and retains solely and exclusively all of the legal rights to manage the operations of the Sheriffs Office, Morgan County, Ohio. The rights of the Employer shall include, but shall not be limited to, the right to establish, change or abolish policies, practices, rules, or procedures for the conduct of the Sheriffs office, its employees and its service to the citizens of Morgan County, Ohio, consistent with the provisions of this agreement.

**Section 1.2 Management Rights.** The Employer's exclusive rights shall include, but shall not be limited to the following, except as expressly 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 policies such as the functions and programs of the office, standards of services, its overall budget, utilization of technology, and organizational structure;
- b. Manage and direct its employees, including the right to select, hire, promote, transfer, assign, supervise, evaluate, retain, layoff and recall;
- c. Maintain and improve the efficiency and effectiveness of governmental operations;
- d. Determine the overall methods, process, means or personnel by which operations are to be conducted including the right to manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- e. Suspend, discipline, demote or discharge for just cause, or transfer, assign, schedule, or retain employees and to layoff employees from duty due to lack of work or lack of funds, reorganization, or abolishment of positions;
- f. Determine the size, composition and adequacy of the work force, to establish, alter, change work schedules, to establish, modify, consolidate and to determine staffing patterns, including, but not limited to the assignment of employees, qualifications required and areas worked;
- g. Determine the overall mission of the office as a unit of government;

- h. Effectively manage the work force;
- i. Taking actions to carry out the mission of the Office as a governmental unit;
- j. The right to select and determine the number and types of employees required, including the right to select, hire, promote, transfer, evaluate, and to assign such work to such employees in accordance with the requirements determined by the Employer;
- k. The right to establish work schedules and assignments and to determine the necessity for overtime and the amount and assignments required thereof;
- l. To promulgate and enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management;
- m. The right to maintain the security of records and other pertinent information;
- n. The right to determine and implement necessary actions in emergency situations;
- o. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and the standards of quality and performance to be maintained;
- p. The right to determine the Sheriff's Office goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.

**Section 11.3 Reserved Rights.** The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this agreement or ensuing agreements shall remain the rights and responsibilities of the Employer.

The Employer retains and reserves all rights, power, authority, duty and responsibility confirmed or invested in it by the laws and constitution of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility by the Employer and the adoption of such rules, regulations, and policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the terms of this agreement.

In addition, the Union agrees that all of the functions, rights, powers, and responsibilities and authority of the Employer with regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted,

granted, or modified by the express and specific written provisions of this agreement are, and shall remain, exclusively those of the Employer.

**ARTICLE 12 LABOR**  
**MANAGEMENT MEETINGS**

**Section 12.1 Meetings.** In the interest of sound labor-management relations, the F.O.P./O.L.C.I. and the Employer will meet quarterly at agreeable dates and times for the purpose of discussing those matters outlined below. No more than two (2) employee representatives of the F.O.P./O.L.C.I., two (2) representatives of the Employer, and one (1) non-employee representative of the F.O.P./O.L.C.I. shall be permitted to attend such meetings. It is not the intent of the parties that the labor-management committee meetings be used to bypass the normal chain of command. Local F.O.P./O.L.C.I. employee representatives attending labor-management meetings shall not suffer a loss in pay for straight time hours spent in such meetings, if held during the employee's regular scheduled hours of work.

**Section 12.2 Issues/Agenda.** The party requesting the meeting shall furnish an agenda to the other party at least two (2) days in advance of the scheduled meeting. If the Union requests the meeting, a list of names of the F.O.P./O.L.C.I. employees who will be attending will be included with the request for the meeting. Subjects that may be discussed at these meetings shall include (but not be limited to) the items listed below:

1. Administration of this agreement;
2. Notification of the FOP/OLCI of the changes made by the Employer that may affect bargaining unit members;
3. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
4. Dissemination of general information of interest to the parties;
5. Provision to the FOP/OLCI representative the opportunity to share the view of the members and/or make suggestions on subjects of interest to the members;
6. Discussion of ways to improve efficiency and work-performance; and/or
7. Consideration and discussion health and safety matters.

**Section 12.3 Matters Not Within Agreement Management Rights.** Matters involving interpretation of the contract shall not be subject to labor-management committee. Nothing herein shall be interpreted or construed to waive or preempt management rights set forth under Article 11 herein. Decisions of the labor-management

committee shall not be subject to the grievance procedure unless such decisions violate a section of this agreement.

### ARTICLE 13 GRIEVANCE PROCEDURE

**Section 13.1 Grievance Policy.** The Employer, the F.O.P./O.L.C.I. 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. Such procedures shall be available to all employees and punitive action will not be taken against any employee for submitting a grievance in good faith. A grievance is a claim that there has been misinterpretation, violation, or misapplication of any of the provisions of this agreement. Any grievance shall contain specific reference to the provision(s) of the agreement allegedly violated.

**Section 13.2 Grievance Content. Timeline for Filing.** All grievances must contain the following information to be considered, and must be filed using the grievance form mutually agreed upon by the parties:

- 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, time and location where grievance occurred;
- f. A description of the incidents giving rise to the grievance;
- g. Specific articles and sections of the agreement violated; and
- h. Desired remedy to resolve the grievance.

Written grievances must be submitted in writing no later than seven (7) calendar days following the verbal denial of the informal resolution of the grievance with the immediate supervisor concerning the events or circumstances giving rise to the grievance.

**Section 13.3. Disciplinary Action Appeals.** For the purpose of this agreement, disciplinary action is any reduction in pay and/or position, removal, or suspension without pay. Appeals of discipline shall commence at Step 2 unless the parties waive all steps and proceed to arbitration.

**Section 13.4. Group Grievances, Time Limits, Withdrawal of Grievances.** A grievance may be brought by an employee covered by this agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one (1) employee, who may be an authorized grievance representative, shall be designated by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance, except those employees who may be on approved leave at the time of the filing of the grievance.

Nothing contained in this agreement shall be construed or intended to interfere with the right of any individual employee or group of employees to present grievances directly to the Employer, provided that a representative of the F.O.P./O.L.C.I. is given an opportunity to be present.

It is the intention of the parties that all time limits in the above grievance procedure shall be met to encourage thoughtful responses at each step. However, the grievant and the Employer's designated representative may mutually agree, at any step, to short time extensions. Any such agreement must be in writing and signed by both parties.

Similarly, any step in the grievance procedure may be skipped on any grievance by mutual consent. In the absence of such mutual extensions, the employee may, at any step where response is not forthcoming within the specified time limits, advance the grievance to the next step.

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 that is not processed by the employee within the time limits provided shall be considered resolved based upon Management's last answer.

**Section 13.5. Grievance Meetings.** Grievance meetings at Step 2 shall normally be held at hours reasonably related to the employee's shift, preferably during or immediately before or immediately after working hours. For grievances scheduled during the employee's work hours, neither the employee nor his authorized grievance representative shall receive any reduction in pay. Employees and the authorized employee's representative shall not receive any overtime pay to engage in grievance activities provided for herein.

Upon advance notification (twenty-four [24] hours) either party may bring in additional representatives to Step 2 or Step 3 of the grievance procedure for the purpose of representation or to provide input which may be beneficial in attempting to bring resolution to the grievance.

## Section 13.6 Grievance Procedure.

### **A. Step One - Immediate Supervisor**

A member having individual grievance will first attempt to resolve it informally with the immediate supervisor. Such attempt at informal resolution shall be made by the member-grievant within seven (7) calendar days following the events or circumstances giving rise to the grievance. If the grievance is not resolved informally, the grievant shall submit the grievance in writing to the supervisor within seven (7) calendar days from the time of the verbal denial of the informal resolution. Formal written grievances brought to the supervisor beyond the seven (7) calendar day limit shall not be considered.

A grievance representative may accompany the grievant to grievance meetings should the grievant request his or her attendance. Within seven (7) calendar days of the submission of the written grievance, the supervisor shall submit to the grievant a written response to the grievance. If the grievant is not satisfied with the written response, he or she may pursue the grievance to Step 2.

### **B. Step Two - Sheriff**

Should the member-grievant not be satisfied with the answer in Step One, within seven (7) calendar days after receipt of the Step One response (or seven (7) calendar days after the Step One meeting if no written response is received) he/she may appeal the grievance to Step Two by delivering a copy of the grievance form, containing the written response at the prior step and any other pertinent documents, to the Sheriff. The Sheriff or designee shall date the form, accurately showing the date his Office received the form.

The Sheriff or designated representative shall, within seven (7) calendar days of receipt of the written grievance, schedule and conduct a meeting to discuss the grievance with the grievant and/or grievance chair or designee. The Sheriff or Grievant may bring with him/her to the meeting their appropriate grievance representatives and any appropriate witnesses.

Within seven (7) calendar days of the meeting at Step Two, the Sheriff or designee shall submit to the grievance chair a written response to the grievance.

### **C. Step Three - Arbitration**

If the member-grievant is not satisfied with the answer in Step Two, within fourteen (14) calendar days after receipt of the Step Two response (or fourteen (14) calendar days after the Step Two meeting if no response is

received), the Union may appeal to arbitration by serving the Employer a written notice of intent to arbitrate.

Within fourteen (14) calendar days of the Employer's receipt of the notice of intent to arbitrate, the FOP/OLCI shall, by letter, solicit nominations for arbitrators from the Federal Mediation and Conciliation Services to hear the arbitration. Upon receipt of such list of arbitrators the parties may meet and attempt to select one (1) arbitrator from the list. Both parties shall have the option to strike the entire panel of proposed arbitrators.

This option to strike may be exercised by both parties one time in any one (1) grievance. If either party does not choose to strike the entire panel of proposed arbitrators, but the parties fail to agree on the selection of one (1) arbitrator, the parties shall then proceed to alternatively strike one (1) name each from the list. Determination regarding which party shall have the privilege of striking a name from the list first shall be resolved by the toss of a coin. The individual whose name remains on the list after the other names have been removed shall be the arbitrator. The arbitrator shall arrange with the parties, the date, time and place of the meeting. The parties may mutually agree upon an arbitrator without requesting a list from the Federal Mediation and Conciliation Services.

Arbitration proceedings shall be conducted under the voluntary labor arbitration rules of the American Arbitration Association, except as modified by the provisions of this agreement. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, hearing and recorded testimony from both parties. The arbitrator shall hear only one grievance at a time unless both parties agree to consolidate two (2) or more grievances. After a dispute on which the arbitrator is empowered to rule hereunder has been referred to him/her, such dispute may be withdrawn by either party.

The fees of the arbitrator and the rent, if any, for the hearing room shall be borne equally by the parties. The expense of any non-employee witnesses shall be borne, if at all, by the party calling that witness. The fees of a court reporter shall be paid by the party asking for one, however, such fee shall be split equally if both parties desire a reporter or request a copy of the transcript. The grievant, the Union representative, and employee witnesses called by either party, who appear at an arbitration hearing during their normal working hours shall not suffer any loss in pay.

Member witnesses, other than the grievant and grievant representative, called by the Union, will be permitted time off, with pay, to testify at an arbitration hearing if such time is during regularly assigned working hours, provided that the needs of the County, the Sheriff's Office and the safety of the citizenry of the County are not compromised.

Disputes may only be submitted to arbitration during the life of this agreement. No issue whatsoever may be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place during the effective dates or greed extensions of this agreement.

No decision by an arbitrator shall infringe upon the obligation of the County or Office as expressed or intended by the provisions of Ohio Law.

Either party may raise the issue of arbitrability before the arbitrator. In the event such issue is raised, the first question to be addressed by the arbitrator shall be whether the grievance is arbitrable.

The arbitrator shall conduct a fair and impartial hearing concerning the grievance, hearing and recording testimony from both parties and applying the rules of the American Arbitration Association. The arbitrator shall not have the authority or power to add to, subtract from, disregard, alter or modify any of the terms or provisions of this agreement. The arbitrator shall not grant relief that extends beyond the termination date of this agreement. It is expressly understood that the decision of the arbitrator, with his/her function and authority as set forth herein, shall be final and binding upon both parties. The arbitrator's decision and award shall be in writing and will state the rationale for the decision.

**Section 13.7 Pre-arbitration - Exchange of Information.** Either party may request, in writing, as pre-arbitration meeting and a meeting shall be conducted. Such meeting shall be for the purpose of discussion of the merits of the grievance, to exchange lists of witnesses (with a description of testimony expected), and to exchange copies of any documents expected to be used in the arbitration hearing. Requests for such meeting shall be in writing and presented/served on the other party at least thirty (30) calendar days after the Step Two written answer. A meeting shall be scheduled for a date no later than fourteen (14) days after receipt of request for a pre-arbitration meeting, unless the parties agree otherwise.

**Section 13.8. Exclusivity.** The grievance procedure shall be the exclusive method of resolving grievances. The parties agree that the State Personnel Board of Review shall have no authority over matters subject to this grievance and arbitration procedure.

**Section 13.9 Indemnification.** The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his/her rights as provided by the grievance and arbitration procedure contained in this agreement.

**ARTICLE 14 INVESTIGATION, DISCIPLINE**  
**PROCEDURES**

**Section 14.1 Criminal Investigations.** A bargaining unit member, who is to be questioned as a suspect in any investigation where criminal charges may result, shall be advised of his/her constitutional rights in accordance with the law. Any employee under indictment or arrested for a crime, who is not disciplined or discharged by the Employer, may be placed on a leave of absence without pay until resolution of the trial court proceedings. An employee may use accrued vacation or holiday time during the leave. An employee found guilty by the trial court shall be summarily discharged, notwithstanding any appeal the employee may take of the conviction. During the period an employee's criminal investigation or trial is pending, the Employer may take disciplinary action against the employee, which action shall be subject to appeal by the employee pursuant to provisions of this agreement. An employee found not guilty may still be subject to discipline.

**Section 14.2 Internal Investigations.** Bargaining unit members required to respond to questions during internal investigations shall, when applicable, be informed of their constitutional rights and responsibilities. Before a bargaining unit member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he/she shall be advised that such conduct, if continued, may be the basis for such a charge. All members shall be obligated to cooperate in any investigation conducted by the Sheriffs Office.

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

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

Nothing herein shall be construed as restricting members of the bargaining unit from reporting violations of departmental rules or policy committed by other members of the bargaining unit. All employees of the bargaining unit shall be responsible for reporting violations of Sheriff s Office rules and regulations, statutes, and appropriate standards conduct.

**Section 14.3 Anonymous Complaints.** An anonymous complaint shall not be in and of itself the basis for any action against an employee. The Sheriffs Office, may, however, investigate the complaint and, if corroborated, it (the Sheriffs Office) may become the accusing party and pursue discipline under the terms of this agreement.

**Section 14.4. Corrective Action.** The tenure of every employee subject to the terms of this agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. The Employer may take disciplinary action for actions which occur while an employee is on duty, or which occur while an employee is working under the color of the Employer, or on or off duty in instances where the employee's conduct violates the oath of office or violates the rules and regulations of the Employer or engages in conduct unbecoming a police officer. Forms of disciplinary action include:

- |                          |  |
|--------------------------|--|
| A. Corrective Counseling | C. Suspension without pay              |
| B. Written warning       | E. Reduction in pay                    |
| C. Written reprimand     | F. Reduction in rank or classification |
|                          | G. Discharge                           |

**Section 14.5 Progressive Action.** The principles of progressive disciplinary action will normally be followed with respect to minor offenses. The progression, where appropriate, may include a written warning, a written reprimand, and a suspension for the same or related minor offenses prior to dismissal. In those instances where more severe discipline is warranted, the employer may discipline the member according to the severity of the incident, up to and including termination/discharge.

**Section 14.6. Disciplinary Meetings.** Upon completion of an investigation and prior to a pre-disciplinary meeting with the Sheriff or designee, a member will receive a written statement of proposed charges. At the pre-disciplinary meeting, the charged bargaining unit member or his/her representative will be allowed to present his/her defense/response.

Pre-disciplinary meetings will be conducted by the Sheriff or the Sheriff's representative selected by the employer. The employee may choose to:

- A. Appear at the meeting to present oral or written statements in his/her defense;
- B. Or appear at the meeting and have one (1) chosen representative present oral or written statements in defense of the employee;
- C. Elect in writing to waive the opportunity to have a pre-disciplinary meeting.

Failure to elect and pursue one of these three options will be deemed a waiver of the employee's rights to pre-disciplinary meetings.

At the pre-disciplinary meeting, the Employer representative will ask the employee or his/her representative to respond to the allegations of misconduct which were outlined to the employee. At the meeting, the employee may present any testimony, witnesses, or documents that explain whether or not the alleged misconduct occurred. The employee shall provide a list of witnesses and the name and occupation of his/her representative, if any, to the Employer as far in advance as possible, but no later than eight (8) hours prior

to the pre-disciplinary hearing. It is the employee's responsibility to notify his/her witnesses that he/she desires their attendance at the hearing.

A written report will be prepared by the Employer representative. A copy of the representative's report will be provided to the employee and the Union representative within five (5) days following its preparation. The Employer will decide what discipline, if any, is appropriate.

**Section 14.7 Appeal of Discipline.** Written warnings and written reprimands may only be appealed through Step 2 of the grievance procedure. All time off or pay-loss disciplinary actions may be appealed to arbitration beginning at Step 2 of the grievance procedure. All discipline must be appealed within seven (7) calendar days the employee and/or his/her Union representative are served with an order of discipline.

**Section 14.8. Seniority.** Any suspension imposed (up to and including sixty (60) days) shall not be deducted from the employee's seniority date.

**Section 14.9. Conduct of Investigation.** Any investigations, interviews, and disciplinary procedure shall be conducted in a professional manner by all parties. Discipline and/or corrective action shall be conducted in a private manner. Investigations are to be concluded in a timely fashion.

**Section 14.10. Union Representation.** The employee shall have, at his/her request, the presence of a Union representative of his/her choice. The representative may be the appropriate Union associate or F.O.P./O.L.C.I. Representative any time during a disciplinary action, disciplinary investigation or disciplinary interview of an employee. If the chosen Union representative is not available immediately, the employer and the Union representative shall agree to a time convenient for both parties. Such request may not unreasonably delay an investigation.

**Section 14.11. Record of Investigatory Interviews and Predisciplinary Meetings.** At the request of either party, interview or portions of interviews with an employee, conducted during the course of an inquiry and pre-disciplinary meeting will be taped (audio). Tapes will be made only by the Employer. A copy of the tape will be provided to the employee upon written request. If a transcript of the tape is made by the Employer, the employee will be provided a copy of such transcript upon written request directly to the Sheriff.

**Section 14.12. Appeals.** If any of the procedures of this article are violated, such violations shall be subject to the grievance procedure.

**ARTICLE 15 WORK RULES AND  
INFORMATION ORDERS**

The Union recognizes the authority of the Employer to promulgate work rules, policies, standards of conduct, directives and general orders for the operation of the Sheriffs Office. The parties also recognize that the Sheriffs Office and all employees are subject to and responsible for the implementation of statutory and administrative rule provisions (e.g. jail standards) which may not necessarily be included in departmental rules, etc. The Union and employees recognize the responsibility of employees to abide by all Employer rules, regulations, work rules and orders and their responsibility to report to a superior officer or the Sheriff.

The Employer agrees that new or revised work rules and directives shall be made available to members by posting said revisions or new rules on the bulletin board and/or in other conspicuous locations within the office not less than fifteen (15 days) in advance of their implementation. All work rules or directives must be applied and interpreted uniformly to all members in the bargaining unit.

**ARTICLE  
16  
SENIORITY**

**Section 16.1 Definition.** "Employer Seniority" shall be defined as the continuous uninterrupted length of service or employment as a full time employee with the Morgan County Sheriffs Office since the member's last date of hire. "Classification Seniority" shall be defined as the continuous uninterrupted service or employment as a full-time employee in a classification covered by this agreement from the date of the last appointment to that classification. Service as part-time employee shall not be credited as seniority.

1. The following conditions shall not constitute a break in continuous service:
  - a. Absence while on approval of sick leave of absence;
  - b. Absence while on approval of sick leave;
  - c. Military leave;
  - d. A layoff of one (1) year duration or less.
2. The following conditions shall constitute a break in continuous service for which seniority is lost.
  - a. Discharge or removal for just cause;
  - b. Retirement;

- c. Layoff for more than one (1) year;
- d. Failure to return to work within ten (10) calendar days of a recall from layoff;
- e. Failure to return to work at the expiration for approved leave of absence;
- f. Resignation;
- g. Employees on unapproved, unpaid leave.

**Section 16.2. Seniority List.** The employer shall annually prepare an "Employer" seniority list and "classification" seniority list setting forth the present seniority dates for all members in the bargaining unit, such list becoming effective on or after the date of execution of this agreement. (The criteria for determining the employee with more seniority amount two (2) or more employees hired on the same date shall be a coin toss between the employees, or a drawing of lots). This list shall resolve all questions of seniority affecting employees covered under this agreement. Disputes as to seniority listing shall be resolved through labor-management and must be presented by the Union or the employee within ten (10) calendar days after the seniority list is posted.

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

#### **ARTICLE 17 POSTING OF VACANCIES**

**Section 17.1 Posting.** When the Employer determines to fill a vacant position in the bargaining unit the Employer shall post a notice on the bulletin board for seven (7) calendar days (prior to filling the position).

**Section 17.2. Positions Outside Bargaining Unit.** In the event that the Sheriff decides to fill a position outside the bargaining unit and a bargaining unit member expresses a desire to be considered for that position, the Sheriff will give full consideration to the employee-applicant(s). It is understood that the Sheriff maintains discretion to select the most qualified candidate(s) for the position(s). whether the candidate is a bargaining unit member or not, provided the candidate meets the posted qualifications.

ARTICLE 18 LAYOFF  
AND RECALL

Section 18.1. Layoff Notifications. The provisions of the Ohio Revised Code Section 124.321 through 124.328 shall not apply for reasons of layoff by the Employer. The employer may lay off employees for lack of funds or work, abolishment of positions or other justified reasons.

The Employer shall notify the Union and affected employees no less than thirty (30) calendar days in advance of the effective date of the layoff or job abolishment. The Union agrees to meet with the Employer to discuss layoffs. Either the Union or the Employer may request a meeting to discuss the layoffs.

Section 18.2. Layoff. The Employer shall determine in which classifications layoffs will occur. Layoffs of bargaining unit employees will be by rank/classification. Employees shall be laid off within each rank/classification in the inverse order of Employer seniority, beginning with the last senior and progressing to the most senior up to the number of employees that are to be laid off. Employer Seniority shall be as set forth in Article 16.

Section 18.3. Displacement. Displacement shall be by classifications within the Sheriffs Office, both outside and within the bargaining units. Employees who are in a higher classification may displace to a lower classification, provided the employee is qualified and has more Employer seniority. Employees of the Sheriffs Office with more seniority than the least senior employees in the bargaining unit covered by this agreement may displace the less senior employees. Such displacement shall be according to the Employer seniority of the employees.

Section 18.4 Recall Notification. The Employer shall provide written notice of recall to the affected employees to the employee's last known address. It shall be the responsibility of each employee to keep the Sheriffs Office informed of a current residence or mailing address. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

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

Section 18.5. Time Limits for Recall. The laid off employee shall have fourteen (14) calendar days after mailing or dispatching of said notification in which to exercise rights to recall. After the expiration of this time period, the next employee in line on the recall roster shall be notified in accordance with the above paragraph and be given rights to recall.

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

**Section 18.6. Probationary Period.** Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at layoff shall be required to repeat such probationary period.

**Section 18.7. Appeal.** Any appeal regarding a layoff, reasons for a layoff, or displacements shall only be permitted through the grievance and arbitration procedure of this agreement beginning at Step 2.

## **ARTICLE 19 EQUIPMENT AND WORKING CONDITIONS**

**Section 19.1. Safe Equipment.** The Employer agrees to discuss safety conditions and practices with the employees and the F.O.P./O.L.C.I. on a regular basis. Employees are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for facilities, vehicles, supplies, and equipment provided by the Employer.

**Section 19.2. Use of Safe Equipment.** The Employer and the Union agree that in the interest of the welfare of the employees, as well as the public and the professional status of the department, all equipment will be maintained in a safe manner, and that employees will not be required to operate any unsafe vehicles or equipment until such unsafe condition is alleviated.

**Section 19.3. Lunch Periods.** Each employee of the bargaining unit shall normally be granted one-half (1/2) hour meal period during each regular work shift as scheduled by their immediate supervisor. Those employees required to remain on duty and on call during their meal period, shall have the meal period considered as part of their standard work-day schedule.

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

**ARTICLE 20**  
**HOURS OF WORK**

**Section 20.1 Purpose.** This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this agreement. Nothing contained herein shall be construed as preventing the employer from restructuring the normal work day or work week for the purpose of promoting efficiency, improving services, or from establishing the work schedules of employees. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

**Section 20.2. Work Day A Week.** A work-day shall consist of eight (8) consecutive work hours during a scheduled work shift. Except to accommodate change of shifts or days off, a work-week shall normally consist of five (5) work days followed by two (2) consecutive days off. Employees' work period will be forty (40) hours in a one (1) week period.

**Section 20.3. Overtime.** When an employee is required to work in excess of the work period defined in Section 20.2 above, he/she shall be paid overtime at one and one-half (1 1/2) times the regular hourly rate of pay. Compensation shall not be paid more than once for the same hours under any provisions of this article or agreement.

Payment for overtime may be in the form of compensatory time off at the overtime rate of one and one-half (1 1/2) hours for each hour worked. Employees must indicate, in writing when the overtime is approved and reported, their choice for compensatory time. Compensatory time may be accumulated to a maximum of eighty (80) hours at any one time.

**Article 20.4. Guarantee.** The Sheriff agrees to not reschedule employees after the start of the employee's work week for the sole purpose of the avoidance of the accumulation of overtime for that employee.

**Section 20.5. Court Time.** Employees shall be paid at the appropriate hourly rate of pay for required job-related court appearance for hours actually at court. For each such appearance while off-duty, employees shall be paid a minimum of two (2) hours pay at the appropriate overtime hourly rate. To be eligible for the two (2) hour minimum court time, the hours shall not be hours contiguous to hours worked by the employee.

**Section 20.6. Call-In.** "Call-In" occurs when a supervisor or designee of the supervisor or person requested to make the call-on by the supervisor specifically requests an employee to return to work after the employee has left work upon completion of the regular day's work, but before he/she is scheduled to return to work. Call-in pay shall not be available for those hours contiguous to the scheduled hours of the employee. When an employee is called in he/she shall be paid at the appropriate overtime hourly rate for time worked but no less than two (2) hours for such "call-in."

**Section 20.7. Substitution by Bargaining Unit Members.** When an employee is unavailable and/or unable to work their assigned shift (or part thereof) and if the Sheriff decides to fill the shift, the opportunity to fill that shift (or part thereof) shall first go to a bargaining unit member in the same classification as the employee who is unavailable and/or unable to work. Filling of vacancies for full shifts shall be done from a rotating seniority list of members within the bargaining unit, maintained by the Sheriff or his designee.

## **ARTICLE 21** **VACATION LEAVE**

**Section 21.1. Accrual Schedule.** Employees shall earn vacation leave according to their total number of years of service with the Employer as follows:

- a. One (1) through seven (7) completed years of service:  
Eighty (80) hours (to a maximum of 3.1 hours per pay period);
- b. Eight (8) through fourteen (14) completed years of service:  
One hundred twenty (120) hours (to a maximum of 4.6 hours per pay period);
- c. Fifteen (15) through twenty-four (24) completed years of service:  
One hundred sixty (160) hours (to a maximum of 6.2 hours per pay period);
- d. Twenty-five (25) or more completed years of service:  
Two hundred (200) hours (to a maximum of 7.7 hours per pay period)

**Section 21.2. Accrual/Pay Status.** The vacation leave accrual will increase after the completion of the seventh (7<sup>th</sup>), fourteenth (14<sup>th</sup>), and twenty-fourth (24<sup>th</sup>) years according to the formulas set forth above. Vacation leave accrues while an employee is in an active pay status. Accrual shall be by pay period according to the formula set forth in section 21.1. No vacation is earned while an employee is in non-pay status. Prorated vacation credit is given for any part a pay period. An employee with less than one (1) year or service is not entitled to vacation credit, but is credited with eighty (80) hours on his/her first year anniversary of employment.

**Section 21.3. Requests for Vacation Leave.** The employee shall submit a request for vacation indicating first and second choice. Request for vacation must be fifteen (15) days prior to the starting day of vacation. The employee shall be notified three working days after the vacation dates were submitted, whether his/her vacation was approved, or disapproved. Such requests shall be honored on the basis of the employee's seniority with the Employer, provided such vacation requests are submitted fifteen (15) days or more, prior to the vacation date. Vacation shall not be involuntarily scheduled. Vacation leave shall be used in increments of four (4) hours. The fifteen (15) days prior notice, as described herein, shall be interpreted as calendar days and may be waived on a non-

precedent setting basis at the sole discretion of the Sheriff/designee. Nothing contained herein shall allow an employee to "bump out" pre-scheduled vacation day (2).

**Section 21.4. Accumulation of Vacation Leave.** Vacation leave may be accrued up to three (3) times the employee's annual accumulation rate.

**Section 21.5. Carryover.** An employee may submit a written request to carry over more vacation time than allowed under Section 21.4. If such request is denied, the employee may submit the vacation time to the Sheriff for compensation. Proof is required of the employee that attempts were made to use the vacation time that was denied by the Employer.

## **ARTICLE 22** **SICK LEAVE**

**Section 22.1. Use of Sick Leave.** Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure of the employee to a contagious disease communicable to other employees; 3) serious illness, injury or death in the employee's immediate family where the employee's presence is reasonably necessary; 4) the birth of a child or the adoption of a child; and/or 5) reasonable doctor and dentist appointments for employee when such examinations cannot be scheduled during the employee's non-work hours, and, for immediate family members when the employee's presence is reasonably necessary.

**Section 22.2. Sick Leave Accumulation.** All employees shall earn sick leave at the rate of four and six tenths (4.6) hours for each completed eighty (80) hours pay period to a maximum of 4.6 hours per pay period. Employees may accumulate sick leave to an unlimited amount.

Employees may only accumulate sick leave while employed with the Morgan County Sheriffs Office except, at the Sheriffs sole discretion, may allow a new employee to transfer a portion of sick leave accumulated with a prior public employer in Ohio.

**Section 22.3. Notification.** An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one (1) hour before the start of the work shift each day he/she is to be absent.

**Section 22.4. Approval of Sick Leave.** The sick leave must be documented on a sick leave form within 48 hours after use and must be approved by the Sheriff or designee. Signature of the employee's shift supervisor must be on the form.

**Section 22.5. Proof of Sick Leave.** Before an absence may be charged against accumulated sick leave, the Sheriff of designee may require proof of such illness, injury or death as may be satisfactory, or may require the employee to be examined by a physician designated by the Sheriff and paid for by the Employer. In any event, if an

employee is absent for three (3) consecutive days, the Employer may require an employee to supply a physician's report to be eligible to be paid for sick leave.

**Section 22.6. Denial of Sick Leave Use.** In the event that upon such proof as is submitted or when the Sheriff finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

**Section 22.7. Abuse of Sick Leave.** Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

**Section 22.8 Return to Duty After Use of Sick Leave.** The Sheriff of designee may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid for by the Employer, to establish that he/she is able to perform the material and substantial duties of his position and his his/her return to duty will not jeopardize the health and safety of other employees.

**Section 22.9. Immediate Family.** The use of sick leave due to illness or injury in the immediate family shall be where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.

"immediate family" shall be defined to include the employee's spouse, children, step-children, parents, grandparents, or other persons for whom the employee has the responsibility of the primary care.

**Section 22.10. Bereavement Leave.** Bargaining unit employees shall be entitled to up to five (5) days funeral/bereavement leave, the first two (2) days shall not be deducted from any accrued leave to attend the funeral of any of the following related individuals: husband, wife, child(ren) step-children, mother, father, step-parent, brother and sister.

Bargaining unit employees shall be entitled to up to three (3) days funeral/bereavement leave, the first (1<sup>st</sup>) day shall not be deducted from any accrued leave to attend the funeral of the following related individuals: grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchild(ren), grandparents-in-law, legal guardian or other person who stands in place of apparent.

The funeral/bereavement leave shall be deducted from sick leave as defined above. Additional leave to attend to family matters may be requested from vacation or holiday leave or compensatory time.

**Section 22.11. Sick Leave Conversion Upon Retirement.** Upon retirement and as per the Public Employees Retirement Systems, employees may convert one-fourth (1/4) of their accumulated sick leave to a maximum amount of conversion as allowed by law at the time of retirement of the employee's rate of pay at the time of retirement. Additionally, to be eligible for sick leave conversion at retirement, the employee must

have worked for the Sheriffs Office at least ten (10) years immediately prior to retirement. The ten (10) years of service must be immediately prior to retirement with no break in service. Upon conversion of sick leave all hours of accumulated sick leave will be deemed waived. No employee may have more than one conversion from the County.

**Section 22.12. Application for Sick Leave Conversions at Retirement.** The application for the sick leave conversion payment must be made in writing, signed by the employee at his/her time of retirement. The conversion will be distributed to the employee not later than thirty (30) days after the employee's retirement date. Payment shall be based on the employee's hourly rate of pay at the time of retirement.

**Section 22.13. Limits of Conversion.** An employee is only entitled to one conversion of sick leave as an employee of the County.

**Section 22.14. Family Medical Leave Act.** Employees will be entitled to use the provisions of the Family Medical Leave Act (FMLA). While on leave under FMLA, an employee will lose no seniority and will be paid at his/her regular rate of pay as long as the employee uses it or is required by the Employer to use it in conjunction with any accumulated sick/vacation/personal leave. Employees who apply to use FMLA will notify the Employer of their intent as soon as is practicable, but in any case, no later than three (3) days in advance.

**ARTICLE**  
**23**  
**HOLIDAYS**

**Section 23.1. List of Holidays.** Holidays shall be as follows:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Fourth Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
County Fair Friday	Friday of fair week
Columbus Day	Second Monday in October
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving	Fourth Thursday in November
Friday after Thanksgiving	Fourth Friday in November
Christmas	December 25 <sup>th</sup>

**Section 23.2. Scheduling Holidays.** Employees working twenty-four (24) schedules will receive rescheduled holidays. Holidays must be scheduled in eight (8) hour increments. Employees must submit written requests and receive approval for rescheduled holidays. All requests are subject to manpower requirements. Holidays may not be rescheduled unless a holiday listed in Section 23.1 has occurred and a conversion for holidays provided in Section 23.3 has not occurred.

**Section 23.3. Annual Conversion.** Employees may convert up to five (5) holidays (forth [40] hours) of the holidays they earn in the calendar year. The conversion shall occur in December. Employees must provide written notice by November 15 to the Employer. Conversion will be at the employee's rate of pay at the time of conversion. The Sheriff has sole discretion, and may allow a greater amount of conversion. Holidays not converted will be carried over.

**Section 23.4.** In addition to the above holidays, any days declared by the County, State, or Federal Governments as paid holidays for all other county employees shall be granted as additional holiday time for members of the bargaining unit.

**ARTICLE 24 UNIFORMS  
AND EQUIPMENT**

**Section 24.1. New Employees.** The Employer shall provide uniforms subject to the Department rules and regulations. New employees who sever employment during their probationary period shall return all uniform parts purchased.

**Section 24.2. Maintenance of Uniforms.** It shall be the responsibility of the employee to maintain all uniform items and be in proper uniform at all times when on duty or as otherwise required by the Sheriff. Uniforms shall be worn and maintained according to the standards established by the Sheriff and according to the Department rules and regulations.

**Section 24.3. Purchase of Uniforms.** Bargaining unit members may purchase uniforms and equipment as required by the policy of the Sheriffs Office. Twice a year, the Sheriff will post a sign-up sheet in the deputies' room for the purpose of allowing employees to indicate/request new uniforms and/or equipment. Purchases shall be made through a line of credit or the purchases shall be made from approved vendors through the procedure established by the Employer. Uniforms and equipment purchased under the uniform allowance shall be returned to the Morgan County Sheriffs Office at the request of the Sheriff.

**Section 24.4 Schedule of Uniform Items.**

Trousers -	3	Hat - Summer	1		
Shirts - W	3	Raincoat	1		Whistle Chain
Shirts - S	3	Hat Badge	1		Police Boots
Tie	2	Breast Badge	1		Protective Vest (deputies only)
Tie Bar	1	Collar Brass	1	set	(Replace or refurbish current vests)
Jacket - W	1	Name Plate	1		Handcuff
Hat-W	1	Whistle	1		Handcuff case
					1 pair*
					1 pair
					1 pair

\* The Sheriff shall reimburse a bargaining unit employee after one (1) year of service up to one hundred dollars (\$100.00) per contract year for police boots that have been

approved by the Sheriff. An employee shall provide the Sheriff/designee with a receipt verifying the purchase of said boots in order to be eligible for such reimbursement.

**Section 24.5. Protective Vest.** Deputies regularly assigned to the patrol the division and correction officers who request in writing the issuance of a protective vest shall be provided a protective vest at no cost to the Deputy. Once a vest is requested and issued, it shall be a condition of employment for the Deputy to wear the vest at all times while on duty and/or uniform.

**Section 24.6. Personal Property.** On a case-by-case basis, the Employer will review for consideration, requests for repair or replacement of personal property of bargaining unit members needed for their duties that have been damaged or destroyed during the performance of their duties and for which a court has not ordered the offending party to make restitution. If restitution is ordered and received and the damaged item has been repaired or replaced by the Employer, funds received shall be promptly relinquished to the Employer.

## **ARTICLE 25** **TRAINING**

**Section 25.1. Voluntary Training.** The Employer may make available training directly related to the duties of the employees. Such training opportunities shall be voluntary. Voluntary training scheduled and attended on an employee's day off shall not be considered as time worked. Voluntary training which occurs on an employee's scheduled day to work may be considered as time worked unless the employee agrees to make up the time on another shift or day. Any voluntary training that is considered as time worked shall not exceed the hours the employee was originally scheduled to work. (including but not limited to overnight stays, travel, meal time, etc.) that day(s).

**Section 25.2. Required Training.** Any training required of employees to attain or retain certification (e.g., as a corrections officer, peace officer, dispatcher, etc.) shall be paid at the employee's appropriate rate of pay.

Training that is not required to attain or retain certification but is required, in writing, by the Sheriff shall be considered as hours worked and shall be paid at the normal, straight rate of the employee to a maximum of eight (8) hours each day of training. Travel time, meal times, and any overnight stays necessary for training required by the Sheriff shall not be considered hours worked and shall not be compensated unless the time is part of the previously approved time, up to the limit of eight (8) hours.

The bargaining unit members shall be required to qualify twice yearly with duty weapons and shall be paid at the appropriate rate of pay. This will not be considered call in and the length of time for qualifying shall be for the time spent on the range and shall be approved by the Sheriff, Supervisor, or Range Office.

The Sheriff shall offer once yearly a non-qualifying type firearms training. These training sessions may be scheduled at the Sheriff's discretion and this training will be voluntary on the part of the bargaining unit members.

#### ARTICLE 26 PROBATIONARY PERIOD AND RESIDENCY REQUIREMENT

**Section 26.1.** A bargaining unit member who is promoted shall be placed on a promotional probationary period for six (6) months. Should the promoted bargaining unit member fail to satisfactorily complete the promotional probationary period, he shall be returned to his position of origin, prior to promotion, with no loss of seniority. Said bargaining unit member may challenge the demotion through the grievance and arbitration procedure.

**Section 26.2. Residency Requirement.** Employees are required to be residents of Morgan County, Ohio, or reside within any contiguous county and have one (1) year from their first day of full-time employment to establish said residency.

#### ARTICLE 27 MEDICAL EXAMINATIONS

**Section 27.1 Examinations - General.** Examination of employees to determine their ability to perform the material and substantial duties of their position and assignment may be required of employees. Examinations shall be required for employees when ordered by the Sheriff or designee. Examinations may be either periodic or as the Employer or designee require.

**Section 27.2. Health and Safety.** Examinations are intended to guard the health and safety of employees and will be ordered only when necessary, as a precautionary measure, periodically to ensure the health of employees or when, in individual situations, the Employer has reasonable concern for an employee's ability to perform the material and substantial duties of the position.

**Section 27.3. Examinations.** The Employer may require an employee to take an examination, conducted by a licensed practitioner, to determine the employee's physical or mental capability to perform the material and substantial duties of the employee's classification. If found no qualified, the employee may request available sick leave or vacation or medical leave without pay with the right to return. The costs of such examination shall be paid by the County. If the employee disagrees with said determination he/she may be examined by a physician of her/his choice at his/her expense. If the two (2) reports conflict, a third opinion shall be rendered by a neutral physician chosen by the first two (2) physicians whose decision shall not be appealable to the grievance procedure. The neutral physician's cost shall be borne by the Employer.

**Section 27.4. Inability to Perform.** If an employee, after a medical examination, is found to be unable to perform the material and substantial duties of the position, then the

employee may utilize accumulated unused sick leave or other leave benefits (including but not limited to workers' compensation, if eligible). If an employee applies for disability retirement benefits, the Employer will support that application. However, this provision may not be considered an admission or agreement for workers' compensation benefits.

**Section 27.5. Return.** Employees requesting return from disability separation must submit documentation of their ability to perform the material and substantial duties of their classification. The Employer may require an examination prior to return to work.

**Section 27.6. Requirements.** Refusal of an employee to submit to an examination will be considered as insubordination and shall be grounds for discipline which may include dismissal.

**Section 27.7. Cost of Examinations.** Any costs for examination required by the Employer shall be paid by the Employer. Employees shall have the right to submit examination reports to the Employer that would respond to the questions of an employee's ability to perform the material and substantial duties of the position.

## **ARTICLE 28 HEALTH INSURANCE**

**Section 28.1. Medical Insurance.** The Employer shall offer group medical insurance coverage for each employee. It is agreed and understood that the schedule of benefits for employees shall be as set forth in the health plan offered by the County, including all conditions and payments specified or required by individual carriers/providers of the health insurance plan. This coverage includes the life insurance of coverage at fifteen thousand dollars (\$15,000.00), with accidental death or dismemberment coverage.

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

It is further agreed and understood that the Employer may modify the terms of the insurance coverage and may reduce coverage levels if such reductions are made to maintain or reduce costs.

Additionally, it is agreed and understood that during the term of this Agreement, specific carriers/providers under the plan may unilaterally institute or modify payments or condition which modifications will be required for subscription to the plan provided by that carrier/provider.

Furthermore, modifications to co-payments and/or deductibles under the County shall not be deemed a modification of coverage.

**Section 28.2. Premiums.** For the period of this Agreement, the Employer shall contribute the balance of premiums for the health insurance plan, over and above employee contributions as follows: The Employee will pay not more than 10% of the Premium per month. The County agrees to voluntarily enroll in a IRC 125 Program to tax defer any employee contributions.

**Section 28.3. Eligibility.** Employees shall be eligible for health insurance coverage after completion of the waiting period established by the health insurance plan. Employees who have a spouse employed by the County, whether with the Employer or another office in the County, who is eligible for and/or who has coverage under the County plan shall still be eligible for family or dual (two person) coverage under the plan or as otherwise allowed by the County plan. The coverage will be designated for one employee of the County under the County health plan.

### **ARTICLE 29 LEAVES OF ABSENCE/MILITARY LEAVE**

**Section 29.1. Leave of Absence.** The Employer, at its discretion, may grant a leave of absence without pay to any employee for a maximum duration of three (3) months for any personal reasons of the employee. Such a leave may be renewed or extended beyond three (3) months at the sole discretion of the Sheriff.

The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted. Denial of leaves shall not be appealable to the grievance procedure. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer sixty (6) days prior to commencement of the desired leave so that the various agency functions may proceed properly.

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

**Section 29.2. Injury Leave.** Any employee who is injured in the discharge or performance of his/her duty shall be entitled to receive his/her full salary during such period of injury, but in no case for a longer period than fourteen (14) calendar days for each injury, without using accumulated sick leave.

The following conditions will apply to injury leave:

1. The employee must file a workers\* compensation claim to qualify for injury leave;
2. The employee must submit a statement by a physician which shall include a diagnosis and an estimate of recovery time to justify use in injury leave;

3. If the Employer still disputes the injury leave request, the employee shall submit to a physical examination conducted by a doctor chosen and paid for by the Employer.
4. If the doctor chosen by the Employer disagrees with the employee's doctor, the parties will wait until the Industrial Commission decides the workers' compensation claim. If the claim is allowed, the employee will be paid his injury leave. The decision of the Industrial Commission concerning the employee's workers compensation claim will be determinative. No subsequent court decision on the workers' compensation claim will affect injury leave and the decision of the Industrial Commission will not be subject to the grievance procedure.

**Section 29.3. Military Leave.** All employees who are members of the Ohio National Guard or members of other reserve components of the Armed Forces of the United States, are entitled to leave of absence from their respective duties, and to the difference between their regular rate of pay and their military on field training or active duties for periods not to exceed a total of thirty-one (31) calendar days in one (1) calendar year.

Employees who take military leave shall be paid for said leave in accordance with the laws of the State of Ohio in effect at the time of taking of the military leave requested.

The maximum number of hours for which payment will be made in any one (1) calendar year under this provision is one hundred seventy-six (176) hours. Employees are required to submit to the Employer an order or statement from the appropriate military commander of evidence of such duty. There is no requirement that the service be in one continuous period of time.

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

### **ARTICLE 30** **WAGES**

Section 30.2 The following wage scale shall apply to the full time bargaining unit members.

**Section 30.1.** The following wage scale shall apply to members of the full-time bargaining unit members:

**Sergeants:** Sergeants shall be compensated at an hourly rate of one dollar and twenty-five cents (\$1.25) above the top step hourly wage rate received by deputies as defined in the Collective Bargaining Agreement between the Morgan County Sheriffs Office and the OPBA effective date beginning March 14<sup>th</sup>, 2011. During the period March 14, 2011, through March 13, 2014, any wage increase received by the Deputy Bargaining Unit shall immediately cause the Sergeants hourly rate to be adjusted upward to maintain the one dollar and twenty-five cent (\$1.25) differential. During the term of this agreement, the basement hourly rate for Sergeants shall be sixteen dollars and seventy-eight cents (\$16.78).

**Lieutenants:** Lieutenants shall be compensated at an hourly rate of two dollars and fifty cents (\$2.50) above the top step hourly wage rate received by deputies, as defined in the Collective Bargaining Agreement between the Morgan County Sheriffs Office and the OPBA effective date beginning March 14, 2011. During the period March 14, 2011, through March 13, 2014, any wage increase received by the Deputy Bargaining Unit shall immediately cause the Lieutenants hourly rate to be adjusted upward to maintain the two dollar and fifty cent (\$2.50) differential. During the terms of this agreement, the basement hourly rate for Lieutenants shall be eighteen dollars and three cents (\$18.03).

**Section 30.2. Longevity.** Employees shall be eligible to earn longevity payments for their service time with the Morgan County Sheriffs Office payable in December of each year. It is understood and agreed that this payment is a lump sum amount. Longevity shall be paid to those employees who have completed years of service by December 1 of each year. The amount shall increase when the employee reaches the completed new years of services, indicated, according to the following schedule:

<u>Years of Completed Service</u>	<u>Annual Amount</u>
5 years	\$500.00
10 years	\$700.00
15 years	\$900.00
20 years	\$1,100.00

### ARTICLE 31 VEHICLE ASSIGNMENT

**Section 31.1.** The Employer agrees to continue the current practice of assigning vehicles to deputies who reside in Morgan County, for duty and take home use, if available. Deputies are required to maintain both the interior and exterior cleanliness of their assigned vehicle.

**ARTICLE 31**  
**DURATION, ENTIRE AGREEMENT, AND EXECUTIONS**

**Section 31.1 Duration.** The provisions of this Agreement unless otherwise provided for herein, shall become effective upon execution and shall remain in full force and effect until 11:59 PM. on March 1, 2017.

**Section 31.2. Subsequent Negotiations.** If either party desires to modify or amend this Agreement, it shall give written notice, of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date and no later than ninety (90) calendar days prior to the expiration date of this agreement. Such notice shall be by email or regular U.S. Mail.

**Section 31.3. Entire Agreement.** The parties acknowledge that during the negotiations which resulted in this agreement, each had the right and opportunity to make demands, and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties hereto after the exercise of those rights and opportunities set forth in this agreement. The provisions of this agreement constitute the entire agreement between the Employer and the Union, and all prior agreements, practices, and policies concerning the subject matter provided for herein, either oral or written, are hereby canceled.

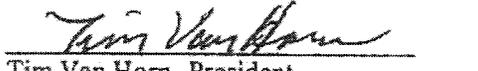
Section 32.4. Signatures. In witness whereof, the parties have executed this agreement as of the 24th day of February, 2014, in Morgan County, Ohio.

**FOR THE MORGAN COUNTY  
SHERIFF'S OFFICE**

  
Thomas C. Jenkins, Sr.  
Sheriff, Morgan County

  
Michael Reed  
Morgan County Board of Commissioners

  
Adam Shriver  
Morgan County Board of Commissioners

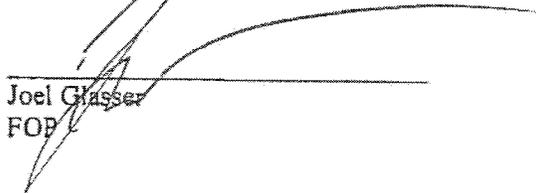
  
Tim Van Horn, President  
Morgan County Board of Commissioners

  
Michael L. Seyer, Chief Negotiator

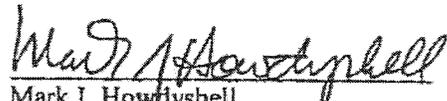
**FOR THE OHIO PATROLMAN'S  
BENEVOLENT ASSOCIATION  
(OPBA)**

  
Bradley Bond  
For the Union

  
James R. Fisher  
For the Union

  
Joel Glasser  
FOPL

**APPROVED AS TO FORM AND CONTENT**

  
Mark J. Howdyshell  
Morgan County Prosecutor

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

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

and,

MORGAN COUNTY SHERIFF,  
EMPLOYER.

}  
} Case No(s): 13-MED-11-1516  
} (Sergeants & Lieutenants)  
}  
}  
}  
}  
}  
}

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

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

Respectfully Submitted,



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

cc: Mr. Matt Baker, [mbaker@clemansnelson.com](mailto:mbaker@clemansnelson.com)