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CONTRACT

BY AND BETWEEN THE

THE GUERNSEY COUNTY SHERIFF



AND



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

Case Number: 2016 REP-02-0018
Lieutenants and Sergeants
June 15, 2016 – December 31, 2016

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PREAMBLE

This document represents a contractual agreement entered into between the Guernsey County Sheriff (Employer), subject to the approval of the Guernsey County Board of County Commissioners, and the Fraternal Order of Police, Ohio Labor Council, Inc. (FOP/OLC), also referred to as the Labor Council, the OLC and/or the Union to establish the exclusive wages, hours, and conditions of employment between the parties which are compatible with the financial resources of the Employer, and to assure the Employer the highest level of performance and professional attitude from its employees.

By making this Agreement, and specifically defining in its Articles the wages, hours and conditions of employment which are to exist between them, the parties intend the terms of this Agreement to supersede where inconsistent any Ohio Revised Code provisions addressing wages, hours or conditions of employment.

ARTICLE 1 TOTAL INTEGRATION

Section 1.1

Both parties have had a full opportunity to adequately discuss the wages, hours, and conditions of employment which are to exist between them, and have thoroughly explained the meaning of the language of each Article to one another, resulting in this Agreement which is intended to totally eliminate all past and existing practices. The wages, hours, terms and conditions which exist between the parties are to be understood from no other source but this Agreement.

Section 1.2

In light of the parties' intent to create and to produce this final and integrated Agreement, they expressly waive the right to submit any item for negotiation during the term of this Agreement.

ARTICLE 2 RECOGNITION

Section 2.1

The Employer recognizes the Ohio Labor Council, Inc. (FOP/OLC) as the sole and exclusive certified bargaining representative with respect to wages, hours and working conditions specifically included in this Agreement for the following full time employees:

Lieutenants and Sergeants

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The Employer recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. (FOP/OLC) as the sole and exclusive certified bargaining representative for employees in the classifications listed above during the specified term of this contract. Petitions to challenge the Labor Council's exclusive representation may be filed with the State Employment Relations Board between ninety (90) and one hundred twenty (120) days before this Agreement expires.

The parties agree that all references to employees in this Agreement shall designate both sexes.

ARTICLE 3 DUES AND FAIR SHARE FEE

Section 3.1

Each non-probationary employee in the bargaining unit who is not a member of the Labor Council shall, no later than sixty (60) calendar days from ratification of this Agreement, or at the completion of their probationary period, as a condition of employment, pay to the FOP/OLC a "fair share fee" in a monthly amount set by the Labor Council. The fair share fee covers the Labor Council's efforts with respect to collective bargaining, labor contract enforcement, and grievance resolution. This obligation does not require any person in the bargaining unit to become a member of the Labor Council nor shall the fair share fee exceed the Labor Council dues covering the same period of time.

Section 3.2

Upon joining the Labor Council, the Employee shall provide the Employer with a card, provided by the OLC, which indicates that the Employee wants the Employer to deduct monthly Labor Council dues from their paycheck.

Section 3.3

The dues and the "fair share fee" will be deducted from the Employee's first paycheck of each month and sent to the Labor Council at 222 E. Town Street, Columbus, Ohio 43215.

The Employer shall be relieved from making such deduction each month upon an employee's:

- (1) termination of employment;
- (2) transfer to a job other than one covered by a bargaining unit;
- (3) layoff from work; or
- (4) an unpaid leave of absence.

Additionally, the Employer shall not be obligated to make such deductions from the payroll of any employee who, during any payment period involved, shall have failed to receive sufficient wages to make all legally required deduction in addition to the deduction of Union dues or fair share fee.

Section 3.4

Monies collected through the "fair share fee" shall only be expended by the Labor Council for the purposes of collective bargaining, labor contract enforcement and grievance resolution. The Labor Council shall establish and operate a rebate procedure by which unit members obligated to pay a "fair share fee" may recover that portion of their fee which is expended for purposes other than collective bargaining, contract enforcement, and grievance resolution. This rebate procedure must provide the unit member with the opportunity to receive an expeditious resolution of the member's claim and the opportunity to appeal the Labor Council's decision to the State Employment

Relations Board, and must fully conform to all requirements of federal and state statutory and constitutional law.

Section 3.5

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

Section 3.6

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

Section 3.7

Bargaining Unit Members who object to paying the "fair share fee" due to religious conviction or because of bona fide religious beliefs or teachings of a religious organization with which they are affiliated must apply for an exemption to the State Employment Relations Board. The Labor Council shall provide forms to apply for this exemption to any interested unit member.

The Labor Council shall place any "fair share fee" from any unit member applying for a religious exemption in escrow until such time as there has been a final adjudication on the exemption. Upon adjudication the "fair share fee" which was escrowed shall either be paid to the Labor Council or to a mutually agreed on charity pursuant to O.R.C. 4117.09(C).

Section 3.8

The Labor Council shall indemnify and save the Employer, its officers and its employees harmless against any and all claims, demands, suits, or other forms of liability arising out of any action taken or not taken by the Employer or its officers or employees for the purpose of complying with any of the provisions of this Article.

ARTICLE 4 NO STRIKES/NO LOCKOUTS

Section 4.1

The Labor Council and its members covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, or cause the curtailment or restriction of, or interfere with the work, whether a mandatory or voluntary assignment, in or about the Employer's premises or any other job site. Nor will the Labor Council or any of its members honor at any place and at any time, any other picket line or strike activity. The Labor Council, its affiliates and members shall promptly take all possible actions to prevent and to end any such actions by employees.

Section 4.2

Any Labor Council members engaging in any of the activities described in Section 4.1 above shall be subject to disciplinary action by the Employer which can be, but is not

limited to discharge.

Section 4.3

The Employer agrees that it will not initiate nor perpetuate a lockout of any or all of its employees.

**ARTICLE 5
MANAGEMENT RIGHTS****Section 5.1**

The Employer shall have the right to manage the Office including the right to take any action considered necessary and proper to effectuate any management policy, express or implied. Nothing in this article shall be construed to restrict or to limit any management authority.

Section 5.2

Except as modified by this contract, the Employer's management rights include, but are not limited to the right:

1. To determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. To direct, supervise, evaluate, or hire employees;
3. To maintain and improve the efficiency and effectiveness of governmental operations;
4. To determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. To suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
6. To determine the adequacy of the work force;
7. To determine the overall mission of the employer as a unit of government;
8. To effectively manage the work force; and
9. To take actions to carry out the mission of the public employer as a governmental unit.

Section 5.3

In addition, those rights not specifically given to the Labor Council in this contract are exclusively reserved by the Employer.

Section 5.4

Article 5, Management Rights, has, in addition to other language, those rights listed in O.R.C. § 4117.08(1) (9).

**ARTICLE 6
DISCIPLINE****Section 6.1**

The Employer shall not discipline a non-probationary employee without just cause.

Section 6.2

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

Section 6.3

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

Section 6.4

There is no oral discipline. Employees shall not rely on any oral warnings as a first step in the discipline process.

Section 6.5

The Employer will administer a system of discipline based on its assessment and similarity of circumstances. Higher levels of discipline other than warnings and reprimands may be issued instead of a warning. A letter of counseling is not a form of discipline.

Normally, discipline shall be progressive as follows:

1. A **Warning** is a written statement to an employee that certain behavior or job performance is unacceptable or unsatisfactory and if continued would subject the employee to further discipline.
2. A **Reprimand** is a written statement to an employee outlining unacceptable or unsatisfactory behavior or job performance.
3. A **Suspension** is a written statement to an employee outlining unacceptable or unsatisfactory behavior or job performance and ordering the employee to suspend work performance for a specified number of workdays without pay.
 - Short Suspension - three (3) days or less
 - Long Suspension - over three (3) days
4. A **Discharge** is a written notification to an employee outlining

unacceptable or unsatisfactory behavior or job performance and terminating the existing employment relationship. A discharged employee is expected to fulfill all of the employment obligations up to the exact time the discharge is effective.

5. The Employer has the right to give more than one warning or reprimand in lieu of suspension or a higher level of discipline.

Section 6.6

Before the Employer issues a suspension or discharge, the employee is to be given a personal opportunity to informally present statements about the facts and circumstances of the proposed discipline. The Employer shall, no less than forty-eight (48) hours in advance notify the Employee and the Labor Council Associate of the time, date and place where the hearing is to occur. Hearings shall be scheduled to allow adequate representation. At the hearing the employee is entitled to Labor Council representation by the Associate and /or the Staff Representative, at the Employee's choosing. The employee waives the opportunity for a hearing by failing to attend the scheduled hearing.

Section 6.7

Employees shall receive copies of all materials placed in their personnel record. Any material in the Employee personnel records which has not been seen or signed by the Employee, or a copy sent to the Employee will not be used against the Employee. The signing of any materials to be placed into an Employee's personnel record will not indicate an agreement by the Employee as to the contents of the material but does acknowledge that the Employee has seen it.

Section 6.8

Discipline will cease to have force and effect in future discipline matters as follows:

Warning	1 year
Reprimand	1 year
Suspension	2 years
Termination	Permanent

The above time lines are calculated from the date of infraction (and apply to discipline in an employee's current file).

The Employer agrees to abide by O.R.C. §149.43 as to the retention of records.

**ARTICLE 7
GRIEVANCE PROCEDURE**

Section 7.1 Purpose

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

Section 7.2 Grievance

A grievance is a timely written complaint by an employee that the employer has violated

an expressed provision of this contract. No grievance can be amended after the last step before arbitration. The time limits imposed on the grievance herein are jurisdictional and are to be strictly construed. The time limits of a grievance may be waived by mutual written agreement of the parties.

Section 7.3 Working Day

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

Section 7.4 Grievance Procedure

The grievance procedure shall begin at Step 1 and shall include the following steps, unless modified by mutual consent of the parties:

Step 1 Verbal, Immediate Supervisor

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

Step 2 Written, Immediate Supervisor

The employee must reduce the grievance to writing within five (5) working days after the employee has received the immediate supervisor's decision at Step 1. The Labor Council will provide its members with grievance forms.

In order to be considered by the Employer, all written grievances shall contain the following:

- (1) statement by employee that the oral meeting with the immediate supervisor at Step 1 failed,
- (2) the nature of the grievance,
- (3) the specific contract provision alleged to be violated,
- (4) a description of the act complained of identifying any parties involved and the time and manner in which the alleged act occurred,
- (5) the remedy sought,
- (6) signature of the grievant.

Any omission of one of the above elements will cause the grievance to be invalid.

The grievant shall submit a properly completed grievance form to the immediate supervisor within the same five (5) working day period from the immediate supervisor's response at Step 1.

The immediate supervisor will have two (2) working days from the time the grievance is actually received from the grievant to decide the outcome of the grievance. If the immediate supervisor denies the grievance or fails to timely respond, the grievant proceeds to Step 3 by submitting the denied grievance to the Sheriff (or designee) within twenty-four (24) hours after receiving the immediate supervisor's decision, or after the two (2) working day period expires.

Step 3 Sheriff

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

Step 4 Binding Arbitration**A. Intent**

Binding arbitration is intended to provide an employee the right to have the grievance decided by an arbitrator.

B. Jurisdiction of the Arbitrator

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

C. Procedure

Should the grievant not be satisfied with the Sheriff or designee's response to the grievance at Step 3, the grievant shall notify the Labor Council Staff Representative of the desire to proceed to arbitration. Should the Labor Council determine to proceed to arbitration with the grievance, the Labor Council shall notify the Sheriff by written notification that shall be delivered by hand or emailed to the Sheriff or designee within five (5) working days after the grievant's receipt of the Step 3 written response.

D. Selection of Arbitrator

Within fourteen (14) calendar days following the receipt of the Labor Council's written notification of its intention to proceed to arbitration, the parties, by joint communications will request the submission of a panel of nine (9) arbitrators from the Federal Mediation and Conciliation Service (FMCS) from which the Sheriff or designee and the Labor Council or designee shall select one arbitrator by mutual agreement.

If an agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will then be selected by representatives of the parties by alternately striking names and selecting the final remaining name. The party who makes the first strike will be determined by a coin toss.

The decision of the arbitrator made within the arbitrator's jurisdiction is final. The arbitrator's fee will be split equally by the parties.

Should the grievant fail to meet the time deadlines in this article, the response as given in the previous step shall become the final resolution of the grievance.

ARTICLE 8 LAYOFFS, RECALL AND SENIORITY

Section 8.1

The procedures of this Article supersede the procedures of the Ohio Revised Code §§ 124.321, et. seq. Layoffs shall be conducted in accordance with this Article.

Section 8.2

A layoff is a decision by the Employer to permanently reduce the number of employees in existing job classifications. Job reassignment and other temporary actions by the Employer are not layoffs. An employee may only be laid-off for reasons including lack of work, lack of funds, or job abolishment. A layoff becomes effective at the end of the working day named in the written layoff notice. An employee's seniority becomes frozen at the time the layoff becomes effective except bumping down as described below.

Section 8.3

Seniority is an employee's total number of continuous years of service with the Guernsey County Sheriff calculated from the employee's original date of hire..

Section 8.4

Layoffs in the Lieutenant classification shall be in inverse order of seniority in rank, with the least senior Lieutenant being laid off first. Any Lieutenant receiving notice of a layoff shall have five (5) calendar days following the receipt of such notice in which exercise the right to bump the least senior Sergeant in the bargaining unit. Any Lieutenant bumping into the Sergeant classification shall be paid at a rate of pay of the highest paid Sergeant in the bargaining unit.

Layoffs in the Sergeant classification shall be in inverse order of seniority in rank, with the least senior Sergeant being laid off first. Any Sergeant receiving notice of a layoff shall have five (5) calendar days following the receipt of such notice in which to exercise the right to bump the least senior employee in the Deputy classification bargaining unit. Any Sergeant bumping into the Deputy classification shall be paid at a rate of the highest paid Deputy in that bargaining unit.

Section 8.5

The Employer shall use the following procedure when laying off employees:

1. Temporary help, part-time employees and newly hired probationary employees are laid off first.
2. All other employees are laid off by least amount of seniority in the classification the employer has chosen to make layoffs.
3. The Employer is to recall employees according to greatest amount of seniority. A laid off employee is only eligible to be recalled to his/her former full-time job. Any available job other than his/her former job may be offered to a laid off employee if the Employer determines that the laid

off employee is more qualified for that job than an existing job applicant.

4. The Employer is to provide notice of recall to the laid off employee by registered mail at the last known address provided by the employee to the Employer. Failure to notify the Employer within seven (7) days of the date of certified registration that the laid off employee accepts the offered position revokes the employee's continued right to recall.
5. A laid off employee is eligible for recall for two (2) years from the effective date of the layoff. Laid off employees lose all their seniority rights after the two (2) year period.
6. Probationary employees do not have any recall rights.
7. In order to maintain benefits provided by the Employer, laid off Employees must pay their own insurance premiums and any other benefit premiums which are paid on their behalf by the Employer while the employee is in paid full-time status with the Employer.
8. The Employer is responsible to compile, maintain and update a seniority list indicating the date of hire for each Bargaining Unit Member on the list.

ARTICLE 9 VACANCIES AND PROMOTIONS

Section 9.1

A vacancy occurs when the Employer intends to fill an existing full-time job which has become vacant on an indefinite basis, such as one (1) year or more, or when the Employer intends to create a new full-time job or add a full-time job to an existing classification. Leaves of absence or any other employment action, consequence, or result which causes a job opening so as to appear to create a vacancy, does not automatically create a vacancy until the Employer intends to fill that position.

Section 9.2

When the Employer intends to fill an available existing full-time position, the following procedure shall be applied.

1. **Posting** - The Employer shall post on the bulletin boards a notice of vacancy naming the available job and describing the required duties and responsibilities and the necessary qualifications needed to be considered as a candidate for the position. The posting shall be for no longer than five (5) working days including the first working day of posting. (Working days as defined in Article 8).
2. **Selection** - The Employer shall select the candidate it deems most qualified based on the relative significance it gives to each candidate's

skill, qualification, experience, potential and seniority (as defined in Article 9, Section 3). Each of these factors is not necessarily given equal weight.

Section 9.3

A promotion occurs when the Employer fills a vacancy that when filled, upgrades an employee's existing rank in the Office. The Employer agrees to first consider Office employees for promotion before hiring a person from outside the Office. Seniority within the Office is the factor to be given the most weight of those factors considered.

ARTICLE 10 HOURS OF WORK AND OVERTIME

Section 10.1

The standard work week for all employees covered by this Agreement shall normally be forty (40) hours per week of actual time worked by an employee. The official work week begins Sunday of each calendar week at 12:01 a.m., and ends the following Saturday of that calendar week at 12:00 midnight.

Section 10.2

The Sheriff determines and assigns all overtime. The Sheriff agrees to review overtime before making assignments and to attempt to make overtime available first to Bargaining Unit members in the same classification on duty.

The Sheriff's assignments on overtime are final. Employees are not to request overtime for less than fifteen (15) minutes within an hour. The Employer shall not change employees' assignments to avoid scheduling overtime.

Employees who are required to work in excess of the forty (40) hour standard work week will be compensated at a rate of one and one-half (1½) times their hourly rate of pay for those hours over forty (40) for which they actually work. The Employer is at no time obligated by this Article to schedule and assign overtime when extra work exists, but will attempt to make overtime available first to members of the Bargaining Unit before using other methods to deal with work overloads.

No employee can refuse overtime without a reasonable excuse. The Employer approves all overtime.

Section 10.3

Instead of overtime, employees, at their discretion, may receive compensatory time in the amount of one and one-half (1½) hours for each hour worked over forty (40). Compensatory time must be used within sixty (60) days after it is earned or it shall be automatically cashed out at the employee's then-existing rate of pay.

Section 10.4

Requests to use compensatory time off shall not be unreasonably denied, providing such time given shall not interfere with efficient operations of the Office. Requests to use

compensatory time shall not be denied solely on the basis that it will require another employee to work overtime.

Section 10.6

All bargaining unit employees are eligible to be a canine officer and can make a request to have the position when it is open. However, the final decision as to who will serve as canine officer rests with the Sheriff.

The canine used by the Guernsey County Sheriff will be licensed in accordance with all state and local laws. The Employer will provide all food, equipment, insurance and veterinary services for the canine until termination of the program or until retirement of the canine. Upon retirement of the canine the Sheriff will determine the disposition of the dog. The Sheriff reserves the right to terminate the program at any time.

The canine officer will be responsible for the care and maintenance of the assigned canine. The canine will live with the officer inside his/her residence and may be kenneled while on the employee's property. The employer will be responsible for the cost of kenneled the canine if the canine officer is away from home for an extended period.

The canine officer shall be permitted to train the canine while on paid duty time.

Due to the nature of this assignment, the canine officer agrees to be "on-call" with the understanding that his/her services may be requested at any time during the day or night.

Section 10.7

An employee may trade a shift or assignment with another employee with the expressed consent of the employer or designee.

ARTICLE 11 PROBATION

Section 11.1

Newly hired employees must complete a one hundred eighty (180) calendar day probationary period. As a condition of employment, and prior to beginning employment, employees shall execute the "Employment Terms Acknowledgment" form confirming their understanding of the Sheriff's rules and regulations, their job duties and responsibilities, and their wages, hours, and terms and conditions of their employment under this Agreement.

Section 11.2

Newly hired probationary employees shall not be subject to any terms of this Agreement but shall serve at the Employer's discretion until the completion of the one hundred eighty (180) day probationary period. A newly hired probationary employee's seniority is calculated from the original date of hire after successfully completing the probationary period.

Section 11.3

Newly hired probationary employees may be dismissed for any reason and at any time prior to the completion of the probationary period and such action shall not be grievable under terms of this Agreement or otherwise subject to challenge. In lieu of termination, management reserves the right to extend the probationary period another one hundred eighty (180) days subject to the same terms of probation outlined in this Article.

Section 11.4

Presently employed employees who transfer or are promoted into a new position must complete a ninety (90) calendar day probationary period. Employees so promoted are subject to being reassigned to their previous position and pay scale at any time prior to completion of the ninety (90) calendar day probationary period, and such action shall not be grievable or otherwise subject to challenge.

Section 11.5

Presently employed probationary employees who do not successfully complete their probationary period in a newly transferred classification shall be placed in their former classification.

ARTICLE 12 OUTSIDE EMPLOYMENT

Section 12.1

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

ARTICLE 13 PHYSICAL EXAMINATIONS

Section 13.1

Because law enforcement work sometimes requires a person to be physically fit, the Employer may, at its cost, require an employee to be examined by a mutually agreed upon physician to determine whether the individual employee is physically or mentally fit to effectively perform his/her job. No physical examination shall be given without just cause. The physician will make decisions on the issue of physical fitness of a particular employee by taking into account the existing job classification specifications for the position held by the particular employee.

Section 13.2

If the employee is not physically fit to perform his/her job duties, he/she may use up to six (6) months of leave in order to achieve physical fitness. After the six (6) month leave, the employee will be re-examined by a mutually agreed upon physician to determine if he/she has corrected the problem. If the physician indicates the employee has not corrected the problem, the employee may be terminated. This Article does not automatically disqualify an employee for disability retirement.

**ARTICLE 14
ACCEPTANCE OF GIFTS OR FAVORS**

Section 14.1

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

**ARTICLE 15
POLITICAL ACTIVITY**

Section 15.1

Employees will not engage in active political activity affecting their status as an employee of the Sheriff. Employees will not engage in political activity to such an extent that it would become attributable to the Sheriff or the Office. Political activity protected by § 4117 of the Ohio Revised Code is not prohibited by this Article.

**ARTICLE 16
LABOR COUNCIL REPRESENTATION**

Section 16.1

The Employer will recognize two (2) non-employee Labor Council representatives to be admitted with permission, which will not be unreasonably withheld. The names of these two individuals will be given to the Employer by the Labor Council Associate or the Labor Council Staff Representative in a signed written letter. The Labor Council agrees that the activities of these two individuals will not interfere with employee work duties.

The Employer will recognize one (1) employee representative from each bargaining unit covered by this contract. The Employee representatives for each bargaining unit will be identified by the Labor Council to the Sheriff in writing. These individuals will act as the line of communication between the Employer and the Labor Council. No employee shall engage in union business on duty, without the Employers prior approval.

**ARTICLE 17
EMERGENCY APPLICATION OF THE CONTRACT**

Section 17.1

Emergencies as defined in this Article are those declared by the President of the United States, the Governor of the State of Ohio, the federal or state legislature, the Guernsey County Board of Commissioners, or the Guernsey County Sheriff by way of example, but not limited to: forces of nature, acts of God or civil unrest. The Labor Council recognizes that during emergencies as defined herein, that unilateral Employer action may be necessary even though it is contrary to the express terms of this Agreement. This

unilateral action is not to continue beyond the duration of the emergency. This provision does not relieve the Employer from paying for approved overtime.

ARTICLE 18 PERSONNEL FILES

Section 18.1

There shall be one (1) personnel file. It shall be kept by the Employer as a permanent file. All reports on employees, favorable or unfavorable shall be placed in the file. If an unfavorable statement or notation is or is about to be placed in the official personnel file, the employee shall be given the right to place a statement of rebuttal or explanation in the file. No anonymous reports will be placed in the file.

Employees will be advised if any disciplinary reports which are placed in their file and will be given a copy of same.

Access to the personnel file is limited to the Employer, employee, or, with the employee's written permission, the Labor Council representative. Permission from the employee must first be given to anyone seeking access to the personnel file. Permission shall not be unreasonably denied.

To the extent permitted by law, the employer shall not disclose any information contained within any personnel file. However, nothing in this Article is intended to eliminate a citizen's right to public information in the employee's personnel file as provided under the Ohio Revised Code.

Employees shall be able to inspect their personnel files by scheduled appointment requested in writing or by phone call to the employer or designee. Appointments will be during the regularly scheduled hours of the administrative staff of the Employer. An employee will be entitled to have a representative of his/her choice during such review. Any employee will be entitled to copies of any and all documents in his/her personnel file.

ARTICLE 19 TRAINING

Section 19.1

The Employer will provide training for employees to obtain and maintain required certifications and/or licensing and to maintain a professional Office. The employer shall pay for any approved training.

Section 19.2

The Employer may post on the bulletin board notices of any available training that relates to the functions of the Office. Employees may make a request to attend these trainings.

ARTICLE 20 HEALTH AND SAFETY

Section 20.1

The Union and the Employer share the responsibility for safety. The Employer agrees to maintain in safe working condition all facilities, vehicles, and equipment furnished by the Employer to carry out the duties of each bargaining unit position. The Employer agrees to provide adequate first aid equipment. The Employer agrees to provide soft body armor for bargaining unit employees. Employees must notify the Employer immediately about any potential safety problems.

ARTICLE 21 COURT TIME

Section 21.1

Employees required by the Employer to appear on off-duty time before any official court or before the Prosecutor for pre-trial conferences or matters pertaining to, or arising from their duties shall be paid one and one-half (1½) their regular rate of pay, or the equivalent of at least two (2) hours of pay at one and one half (1½) their regular rate of pay, whichever is greater, for the amount of this off-duty time which causes their total hours of work to exceed forty (40) hours for the work week during those off duty appearances

Section 21.2

All employees who are required to comply with Section 21.1 shall obtain verification of attendance. Forms shall be provided by the Sheriff's Office.

Section 21.3

Use of compensatory court time shall be granted by the Sheriff (or-designee) and shall not be unreasonably denied if the request does not interfere with the normal operations of the Office; nor shall it be denied solely on the basis that it would require overtime for another employee.

ARTICLE 22 LEAVE TIME

Section 22.1 Intent

Leave time is intended to provide employees with paid time off as a result of their sickness, injury, or other important matters approved by the Employer.

Section 22.2 Accumulation of Sick Leave

Employees shall earn 4.6 hours of paid sick leave for all hours worked in an eighty (80) hour pay period. A pro-rata hourly credit will be given to employees who receive a paycheck for working less than eighty (80) hours in a given pay period. Holidays, vacations, and sick time are considered as being in paid status for purposes of computing employees' accumulated leave time.

Section 22.3 Request for Sick Leave

An employee applies for leave time by submitting a written request to the Employer or designee. The request must outline: (1) amount of accumulated sick time to be used; (2) dates and days of the sick leave time; and (3) purpose of the sick leave.

Sick leave may be used for the following reasons:

1. Personal injury or physical incapacity.
2. Illness in the Employee's immediate family requiring the Employee's personal care and attendance. Such leave shall be for a reasonable time in order to make appropriate longer term arrangements.
3. Enforced quarantine of the Employee.
4. Birth or adoption of a child or placement of a child for foster care.

The Employer has final approval in granting all sick leave time and the Employer may demand verification for suspected sick leave abuse.

Section 22.4 Applying Sick Leave Time Credit

The Employer is required to pay for sick leave which is actually earned by the employee. All other sick leave approved by the Employer is unpaid sick leave. If an Employee applied for use of sick leave but does not have enough accumulated sick leave to cover all the sick leave to cover all the time that is requested, the Employer will pay for all the sick leave hours accumulated by that Employee, and the Employee may take the balance of the sick leave requested as unpaid time.

Section 22.5 Sick Leave Conversion

Employees, after completion of ten (10) years of service with the Office shall be entitled to either a cash payment of twenty-five percent (25%) of the total accumulated but unused sick leave up to a maximum of two hundred and fifty (250) hours, or to a cash payment in accordance with Ohio law for accumulated, but unused sick leave, whichever is the greater amount at the time of their separation from employment with the Office.

Employees, after completion of twenty (20) years of service with the Office shall be entitled to either a cash payment of fifty percent (50%) of the total accumulated but unused sick leave up to a maximum of six hundred (600) hours, or to a cash payment in accordance with Ohio law for accumulated, but unused sick leave, whichever is the greater amount at the time of their separation from employment with the Office.

Should an employee die while employed with the Office, payment for the unused, but accrued sick leave shall be paid to the Employee's estate. Payment hereunder shall eliminate the accrued balance.

Section 22.6 Personal Leave

On January 1 of each calendar year, employees who have been employed for one (1) full year shall be granted personal leave as follows:

Number of completed Years of Service	Number of Personal hours that must be used by December 31 of each calendar year.	Number of sick hours permitted to be used each calendar year as a personal day	Total number of personal hours permitted
One	16	8	24
Eight	24	8	32
Twenty	32	8	40

Requests to use personal leave shall not be unreasonably denied.

Section 22.7 Military Leave

Military leave shall be granted, and Employees compensated for same pursuant to Ohio law.

Section 22.8 Family Medical Leave

The parties shall be bound by the provisions of the Family Medical Leave Act as stated in the policy of the Guernsey County Commissioners.

**ARTICLE 23
VACATION**

Section 23.1

Employees shall earn vacation as follows:

Years of Seniority	Length of Vacation
After completion of: 1 – 7	2 Weeks
After completion of: 8 – 13	3 Weeks
After completion of: 14 – 19	4 Weeks
After completion of 20+	5 Weeks

Section 23.2

An employee may accumulate vacation days in an amount equal to, but not greater than, the number of days that would be accrued for three consecutive years. No employee may carry more than three (3) years' worth of accumulated vacation time. The Employer has final approval on the scheduling and arrangement of all vacations.

Section 23.3

Upon separation from employment, an employee will receive a cash payment for all accrued but unused vacation leave. If an Employee dies while employed with the Office,

payment for the accrued by unused vacation leave will be made to the Employee’s estate.

Section 23.4

For purposes of this Article only seniority shall be as defined in Article 8 of this Agreement and P.E.R.S. seniority credits.

**ARTICLE 24
UNIFORMS**

Section 24.1

Upon employment with the Office, the Employer will provide new Employees, at no cost to the Employee, required articles of clothing.

The Employer will replace at no cost to the Employee, articles of clothing, including leather and required brass, in an employee's uniform, upon request of the Employee, when the Employer determines that such replacement is necessary. At the time articles of clothing as defined in this section are replaced, Employees may be required to turn in the old articles of clothing.

**ARTICLE 25
HOLIDAYS**

Section 25.1 Employees are entitled to the following holidays:

New Year’s Day	January 1
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
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day after Thanksgiving holiday
Christmas Day	December 25

Section 25.2 Holiday Pay

All Employees shall be compensated for the above holidays in a lump sum payment on the payday immediately before Thanksgiving Day. That lump sum payment will include holidays occurring only before that day, e.g., the current year's Christmas Day which has not yet occurred will not be included in that payment but will be part of the following year’s lump sum payment.

Section 25.3 Working on a Holiday

An employee shall be paid at the rate of one and one half (1½) times his/her regular rate of pay if he/she is scheduled to work any of the holidays listed above in section 25.1. Payment for working on these holidays will be made in the pay period in which they are worked.

**ARTICLE 26
BEREAVEMENT LEAVE**

Section 26.1

Each full-time employee shall be entitled to bereavement leave up to three (3) paid days. Bereavement leave may be used to attend to family matters surrounding a death and to attend the funeral of a mother, father, step parents, brother, sister, spouse, child, grandchild, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and step child. Certification of death from a newspaper is required. Any necessary additional days may be taken from the employee's sick leave accumulation, with prior approval from the Sheriff.

**ARTICLE 27
INSURANCE**

Section 27.1 Life Insurance

During the term of this Contract, benefits and contributions shall be:

A \$50,000.00 Employer-paid life insurance on employees in the Bargaining Units. If an Employee is killed in the line of duty, the amount shall be doubled.

Section 27.2 Professional Liability Insurance

The Employer will provide professional liability insurance for each Employee in the Bargaining Unit in the amount of one million dollars.

Section 27.3 Health Insurance

During the term of this Contract, benefits and contribution shall be:

1. Fully-paid, by the Employer, dental and optical insurance and prescription card.
2. Employer-paid medical insurance as follows:
 - (A) The Employees' contribution rates for medical insurance shall be the rate of contribution paid by all other county General Fund employees.
 - (B) Deductibles shall be \$250.00 for single and \$500.00 for family annually.
 - (C) Prescription drug card with co-payments of:

	Retail	Mail Order
Generic	\$7.00	\$14.00
Formulary	\$20.00	\$40.00
Brand	\$30.00	\$60.00

**ARTICLE 28
LONGEVITY**

Section 28.1

Bargaining Unit members shall receive longevity pay in addition to all other compensation for the years of continued full-time service with the GCSO according to the following rates:

Number of Years of COMPLETED service	Amount of Longevity Payments each year
Completion of 5 years	\$200.00
At the completion of 10 years	\$275.00
At the completion of 15 years	\$375.00
At the Completion of 20 years	\$475.00
At the Completion of 25years	\$575.00

The longevity payment above shall be made in the next pay period after the Employee's anniversary date. The payment will be in a direct deposit. Employees shall receive the same amount each year until their total number of completed years of full-time service with the GCSO moves them into the next category.

**ARTICLE 29
WAGES**

Section 29.1 Below is the wages for 2016 calendar year:

SERGEANTS **\$23.88** **hourly**
 \$1910.00 **By-weekly**

LIEUTENANTS **\$25.16** **hourly**
 \$2,012.38 **By-weekly**

ARTICLE 30 SEVERABILITY

Section 30.1

If any part of this Agreement is rendered illegal by Unites States law, Ohio law or by a court of competent jurisdiction, it shall be considered void. The remainder of the Agreement shall remain in full legal force and effect. The parties agree to attempt to re-negotiate any provision which becomes illegal, if permissible under the circumstances.

ARTICLE 31 COPIES OF AGREEMENT

Section 31.1

Copies of this Agreement shall be provided to members of the Bargaining Unit by the Labor Council. The Employer will allow the Associate to make copies, as needed, on the office copy machine. Employees will acknowledge receipt of the contract in writing.

ARTICLE 32 DRUG TESTING

Section 32.1

Alcoholism and drug abuse or addiction are recognized by the parties as interfering with the Employer's services and as posing a danger to the public's health and safety. It is recognized that the Employer has the right to insist on an alcohol and drug-free environment. The parties agree to cooperate in encouraging employees afflicted with alcoholism or drug addiction to undergo a coordinated rehabilitation program.

Section 32.2

The Sheriff (or-designee) may order any employee of the Office to undergo a drug or alcohol screening test whenever there is reasonable cause to believe an employee has used or is under the influence of illicit drugs, alcohol or controlled substances while on the job. Reasonable cause must be based upon specific facts and reasonable inferences drawn from those facts indicating that a particular employee in question has used or is under the influence of illicit drugs, alcohol or controlled substances while on the job.

Section 32.3

If the tests are positive, indicating that the employee has used illicit drugs, alcohol or controlled substances, the Employer may order the employee to undergo a confirmatory test. A positive result from an alcohol test measure a level of impairment, .010 percent, as outlined under O.R.C. § 4511.19 (3). The Employer may also suspend the employee without a loss of pay before the time the confirmatory test results are complete. Confirmatory tests shall be made by a medical professional or institution qualified to administer such a test.

Section 32.4

If the screening test and confirmatory test are positive, the Employer may discipline the employee. An employee who notifies the Employer that he/she is an alcoholic or a drug addict may be required to participate in a rehabilitation or detoxification program. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, personal days or compensatory time while he/she participates in a rehabilitation or detoxification program. If no such leave credits are available, such employee will be placed on a leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, if a retest demonstrates that the employee is no longer an alcoholic or a drug addict, the employee shall return to an available position for which he/she is qualified. Such employee may be subject to periodic re-testing for drugs or alcohol upon return to his/her position for a period of one (1) year.

Section 32.5

If the employee: (1) refuses to take a screening or confirmatory test or to undergo rehabilitation or detoxification; (2) fails to complete a program of rehabilitation or detoxification; or (3) test positive at any time within one (1) year after-return to work upon completion of a program or rehabilitation or detoxification, such employee shall be subject to disciplinary action.

Section 32.6

All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with state and federal law.

Section 32.7

The Employer shall pay for drug and alcohol screening and confirmatory tests.

Section 32.8

The Employer shall use the drug testing procedure in good faith. It shall not be used as a method to harass employees.

ARTICLE 33 LABOR-MANAGEMENT MEETINGS

Section 33.1 Meetings

In the interest of sound personnel relations, a joint committee of members from each party, or their representatives will convene from time to time as may be requested by either party for the purpose of discussing subjects of mutual concern. Depending on the nature and topic of the meeting, the Union may have up to one (1) representative from each bargaining unit and may also include the OLC Staff Representative at the meeting. The meeting will be held at a mutually agreed time. The committee may discuss the general causes of grievances and methods for removing those causes. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems.

Labor-Management meetings shall normally be scheduled during working hours.

Meetings may be cancelled by mutual consent or special meetings may be scheduled by mutual consent. The parties shall make arrangements for the keeping of minutes of these meetings. Upon mutual agreement, non-participants may be included in meetings if they are thought to have information or resources which could assist in the resolution of agenda issues.

Section 33.2 Agenda

Both parties will work in good faith to attempt to reach consensus on the best means of resolving issues. The success of the Labor-Management cooperative process will depend upon the strength of the commitment made by the GCSO and the Bargaining Unit. The parties agree that these meetings are not designed to renegotiate any part of this agreement, and agree to normally limit discussion to the following:

- A. Administration of this Agreement.
- B. Notification of the Labor Council of changes made by the Employer which effect Bargaining Unit Employees.
- C. Discussion of 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. Dissemination of general information of interest to the parties.
- E. Provision of the opportunity for the Labor Council representative to share the view(s) of the Employees and/or make suggestions on subjects of interest to the Employees including interpretations of the Agreement where such discussion may prevent the necessity of filing a grievance.
- F. Discussion of ways to increase productivity and improve efficiency.
- G. Consideration and discussion of health and safety matters relating to employees.

ARTICLE 34 DURATION OF AGREEMENT

Section 34.1

The provisions of this Agreement establish certain rights and benefits for the Labor Council and the Employees which shall exist during the effective dates of this Agreement.

Section 34.2

This Agreement shall become effective June 15, 2016 and shall remain in full force and effect until December 31, 2016.

Signature Page

IN WITNESS WHEREOF, the undersigned parties pursuant to proper authority have caused this Agreement to be signed this 5th day of July, 2016.

For the Labor Council:

Tracy Rader
Tracy Rader, Staff Representative

Jason Mackie
Lt. Jason Mackie, Chairman

Lt. Curtis Braniger
Lt. Curtis Braniger, Committee Member

Sgt. Ronald W. Patterson
Sgt. Ronald W. Patterson

Sgt. Jeremy D. Wilkinson
Sgt. Jeremy D. Wilkinson

For the Guernsey County Sheriff:

Jeffery Padon
Jeffery Padon, Sheriff

For the Guernsey County Commissioners:

Dave Wilson
Dave Wilson

Dave Saft
Dave Saft

Earnest Gardner
Earnest Gardner

Approved as to Form:

Guernsey County Prosecutor
Guernsey County Prosecutor