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14-MED-05-0790  
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**AGREEMENT BETWEEN:**

**THE TRUMBULL COUNTY SHERIFF'S OFFICE**

**AND**

**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION  
(CORRECTIONS OFFICERS AND CORRECTIONS  
SERGEANTS)**

SERB Case No. 2014-MED-05-0790

Effective: January 1, 2014  
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## **ARTICLE 1 - PURPOSE**

This Agreement entered into by and between the Sheriff of Trumbull County, Ohio, (hereinafter referred to as the "Employer" or the "Sheriff") and the Ohio Patrolmen's Benevolent Association, (hereinafter referred to as the "Union" or the "OPBA". This Agreement is made for the purpose of complying with the provisions of Chapter 4117 of the Ohio Revised Code.

The parties, in consideration of the promises and agreements herein set forth and considering their mutual interests and their desire to facilitate the operation of the Employer in an efficient manner to establish an orderly procedure for the settlement of differences between the Employer and the employees, do hereby promise and agree to the terms set forth below.

## **ARTICLE 2 - RECOGNITION**

The Employer hereby recognizes the OPBA as the sole and exclusive bargaining agent and representative for the purpose of collective bargaining of all wages, hours and other terms and conditions of employment for all full-time employees of the Sheriff who have been certified by the State Employment Relations Board in Case No. 2014-REP-01-0003, *i.e.* Corrections Officers and Corrections Sergeants of the Trumbull County Sheriff's Office (hereinafter referred to as "Employee(s)").

## **ARTICLE 3 - NON-DISCRIMINATION**

The parties to this Agreement shall not discriminate against any persons because of their race, creed, color, sex, age, marital status, physical or mental handicap, national origin or political affiliation.

As part of its recognition of the OPBA as bargaining agent for employees identified in this Agreement, the Employer agrees not to interfere with the lawful activities of the OPBA in its organization efforts, its operation or its administration of this Agreement, provided that such activities do not conflict with the terms and conditions of this Agreement or inhibit the performance of the Sheriff's statutory duties

The Union agrees not to intimidate or coerce any employee in an effort to recruit membership for the Union. No organization shall solicit membership on work time. Solicitation for charitable purposes by the OPBA may occur with prior notification and approval of the Sheriff or his designee.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

Pursuant to the provisions of O.R.C. §4117.08, the Sheriff reserves the following rights except to the extent specifically limited or expressly modified by this Agreement.

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.

Direct, supervise, evaluate or hire employees. Maintain and improve the efficiency and effectiveness of governmental operations. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees. Determine the adequacy of the work force. Determine the overall mission of the Employer as a unit of government effectively manage the work force. Take action to carry out the mission of the public employer as a governmental unit.

## **ARTICLE 5 – UNION SECURITY**

### **SECTION 1 – DUES, FAIR SHARE, FEE DEDUCTION**

All employees covered by the Agreement shall, after thirty (30) calendar days of employment, become and remain members of Union in good standing or, in the alternative, an employee shall, after thirty (30) calendar days of employment, pay a fair share fee to the Union which shall not exceed dues paid by members of the Union who are covered by the Agreement.

The deduction of the fair share fee from any earnings of the employee shall be automatic in accordance with the employee's signed voluntary authorization for payroll deduction. Deduction of the fair share fees and payment to the Union shall be made in accordance with regular dues deductions as provided in Section 2. The parties agree that all sums deducted under this Section are deducted through the County Auditor's Office. The parties agree that the Employer shall not be responsible for conditions in the County Auditor's Office that cause delay

The Union assumes the risk of liability for all damages that may arise from the Withholding of dues and fair share fees and shall save, defend and hold the Employer harmless from all claims, actions, damages or proceedings resulting therefrom.

### **SECTION 2 - DUES CHECK OFF**

In accordance with applicable law and with an employee's signed voluntary authorization, the Office will deduct on or after the thirtieth day of employment in the amounts designated by the Union from wages of such an employee, the initiation fees and monthly dues uniformly required. The Union shall be responsible for securing such a legal authorization from each such

employee. The deductions will be made from the payroll checks in equal installments on a bi-weekly basis. The deductions and the check off list setting forth the names and the amounts of the deductions will be forwarded to the Union during the week following the issuance of each of the payroll checks by the County Auditor's Office. The parties agree that all sums deducted under this Section are deducted through the County Auditor's Office. The parties agree that the Sheriff shall not be responsible for conditions in the County auditor's Office that cause delay.

The Employer shall be relieved from making such individual "check off" deduction upon (a) termination of employment; or (b) transfer to a job other than one covered by this bargaining agreement; or (c) lay-off from work; or (d) an authorized unpaid leave of absence.

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

It is agreed that neither the employee nor the OPBA shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing sixty (60) days after the date such error is made. An errors will be corrected at the next pay period and the dues deductions will normally be made by deducting the proper amount. Payroll collection of dues shall be authorized for the exclusive bargaining agent only and not for any other organization attempting to represent the employees within the bargaining unit as herein determined.

The rate at which dues are to be deducted shall be certified to the Employer by the OPBA and a one (1) month advance notice must be given the Employer prior to making any changes in the individual's dues deductions..

In the event a deduction is not made for any OPBA member or fair share payer during any particular month, the Employer, upon written verification of the OPBA, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months' dues from the pay of any OPBA member. The Employer will not deduct more than one (1) month regular dues for more than one (1) consecutive month.

Within thirty (30) days after the effective date of this Contract, all employees in the bargaining unit shall either become dues paying members of the OPBA or remit to the OPBA a fair share fee to be determined by the OPBA in accord with the provisions of the Ohio Revised Code, Section 4117.09(C) and this agreement.

Any newly hired employees in the bargaining unit shall, within thirty (30) days of the date of employment, either elect to become members of the OPBA or remit a fair share fee. As provided in Ohio Revised Code, Section 4117.09(C). Nothing in this Article shall be deemed to require any employee to become a member of the OPBA.

The fee shall be mailed to the OPBA, P.O. Box 338003, North Royalton, OH 44133. A thirty (30) day notice shall be given by the OPBA if there is any change in the deduction amount.

The Union assumes the risk of liability for all damages that may arise from the withholding of Union dues, fees and assessments, it is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Section regarding the deduction of OPBA dues and fees and the any claims, actions, damages or proceedings by any employee arising from deductions made by the Employer pursuant to this Section. Once the funds are remitted to the OPBA, its disposition thereafter shall be the sole and exclusive obligation and responsibility of the OPBA.

#### **ARTICLE 6 - PROBATIONARY PERIOD**

Every newly hired employee will be required to successfully complete a probationary period. The new hire probationary period for employees shall begin on the first day for which the employee received compensation from the Employer and shall be for a period of one (1) year.

No newly hired employee shall file any grievance for discharge during the probationary period.

#### **ARTICLE 7 - NO STRIKE/NO LOCKOUT**

The Union acknowledges that the employees are barred from striking under the provision of O.R.C. 4117; and in the event of an impasse in the collective bargaining process, the parties acknowledge that they may mutually agree to an alternative dispute settlement procedure or shall be subject to the provision under O.R.C. 4117.14 as a final settlement procedure.

Any officer of the OPBA upon notice from the Employer of such job action, shall take whatever affirmative steps reasonable within their ability that are necessary to end such job action, and will not, in any fashion or manner, encourage, ratify, condone, suggest, or participate in any such job action.

Any employee engaging in any such job action shall be subject to immediate discipline, including discharge. The Employer shall have the right to suspend any employee engaging in such a job action for up to ten (10) days for each day or occurrence of said job action, and the disciplined employee shall have no right to appeal or grieve that discipline; any employee receiving more than a ten (10) day suspension shall have the right to grieve or appeal only the question of participation of job action.

During the term of this Agreement, the Employer shall not lock out any member of the bargaining unit.

#### **ARTICLE 8 - UNION REPRESENTATION**

##### **SECTION 1 - BARGAINING COMMITTEE**

The Union shall designate three (3) members to the bargaining committee from among

employees in the bargaining unit. The bargaining committee shall consist of three (3) bargaining committee members.

Employer agrees that up to a maximum of three (3) bargaining unit members shall suffer no loss of pay per contract negotiation session if said negotiation session occurs during the employee's regularly scheduled work hours, provided such attendance at negotiations does not create an overtime situation or cause staffing levels to fall below minimum staffing levels. Contract negotiation sessions shall meet only that period of time that the Employer or its representative is actually present.

The writing and investigation of grievance shall normally be done on non-duty time. However, in the case of a suspension, discharge or other action which may require immediate attention, an employee may request from the Sheriff's designee to consult with the Union representative prior to leaving the work site.

The Union shall notify the Sheriff of the names, addresses and telephone numbers of the bargaining committee when they are selected.

## **SECTION 2 - PRIOR APPROVAL AND NON-DISCRIMINATION**

OPBA employee representatives must obtain prior approval from the Sheriff's designee before leaving assigned duties to conduct union business. Such approval will not be unreasonably withheld or denied. The Sheriff shall not discriminate in any manner against any OPBA employee representative for the performance of any Union duties or attempt to resolve contractual disputes. Such OPBA representative shall not be intimidated, coerced, harassed, or be denied an opportunity for office advancement as a result of his/her role within the Union.

## **SECTION 3 - REPRESENTATIVE ACCESS**

The Employer will allow the OPBA the right to enter the premises for the purpose of grievance investigation and/or to meet with members. It is understood that such official will contact the Sheriff in advance of any such visitation and give the Sheriff reasonable notice. In the event of an emergency, such officer or representative shall give as much advance notice as possible under the circumstances. The OPBA representatives under this Article shall not interfere, interrupt or disrupt the normal work of the Office nor carry on any other activities during work hours except to the extent authorized in advance by the Employer.

## **SECTION 4 - UNION BULLETIN BOARD**

The Employer shall provide a bulletin board at the work site. This bulletin board shall be secured and maintained by the OPBA and shall be used only for OPBA purposes. The bulletin board will be located at a mutually agreed site.

## **SECTION 5**

The terms of this Agreement cannot be changed by either individual Employees or the Employer unless altered by a formal, written agreement between the OPBA and the Employer.

## **ARTICLE 9 - LABOR/MANAGEMENT COMMITTEE**

To provide for means of better communication and understanding between the OPBA and the Employer, a standing labor management committee will be established. The committee will consist of no more than four (4) representatives of the OPBA and four (4) representatives of the Sheriff's Office. The committee will meet on a monthly basis, unless waived by mutual consent of the parties, for the purpose of discussing labor/management concerns.

Individual grievances will not be a subject matter for discussion at these meetings. Meetings will be held at a mutually agreeable time between the parties. At least two (2) days prior to the meeting, each party may submit, in writing, specific discussion items. The Union will notify the Sheriff as to the OPBA representatives

## **ARTICLE 10 - SENIORITY**

Seniority shall, in all applications, be computed on the basis of continuous service with the Sheriff. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority. Seniority shall commence with the first date the employee appears for work. Any ties in seniority shall be broken by alphabetical order of the employee's last name at the time seniority commences.

An approved leave of absence does not constitute a break in continuous service or seniority, provided that the Employee follows the proper procedure for such leave.

An Employee shall lose seniority and continuous service if the Employee

- a) Resigns or retires
- b) Is discharged for just cause
- c) Fails to return to work within seven (7) calendar days after the date of receipt of certified mailing or personal notification of a recall notice.

An Employee shall continue to accrue seniority during the following:

- a) Military leave of absence
- b) A period of layoff

In the event that a corrections sergeant reverts to the rank of corrections officer, that sergeant shall suffer no loss of seniority within the bargaining unit. The Sheriff retains the discretion to increase or decrease the number of corrections sergeants at any time in accordance with his management right to determine the adequacy of the workforce, improve the efficiency of the government operations, and determine the overall methods, process, means or personnel by which the governmental operation are to be conducted.

The Employer agrees to post a bargaining unit seniority list once a year; a copy of the seniority list shall be furnished to one representative designated by the OPBA. The seniority list shall be updated as necessary.

## ARTICLE 11 - GRIEVANCE PROCEDURE

### SECTION 1 - GRIEVANCE PROCEDURE DEFINED

The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement.

A grievance, under this procedure, may be brought by any employee within the bargaining unit. Where a group of the bargaining unit employees desires to file a grievance involving a situation affecting a group of employees in the same manner, one employee selected by such group will process the grievance.

All grievances must be processed at the proper step and within the time line provided in the progression in order to be considered at the subsequent step. If the Union fails to process the grievance within the time line, the grievance will be considered waived. Any grievance not answered by management within the stipulated time limit shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure.

The Union may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements to elapse without further appeal.

The written grievance shall contain the information as set forth on the attached Grievance Form. The time limitations provided for in this Article may be extended by mutual agreement between the Sheriff and the OPBA.

### SECTION 2 - GRIEVANCE STEPS

It is the mutual desire of the Employer and the Union to provide for prompt resolution of grievances, with the minimum amount of interruption of the work schedules. The Sheriff and the Union agree to make a reasonable effort to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following grievance procedure is established.

The employee and/or bargaining committee member shall consult with the Sheriff's designee who in turn must render a decision concerning the grievance by the end of the day. Any resolutions or agreements reached by the Sheriff's designee will not be binding on the Sheriff or set a precedent at this informal step. For purpose of this Article, "day" means work day and excludes legal holidays.

**STEP 1:** If a satisfactory adjustment is not reached with the Sheriff's designee or the Sheriff rejects the resolution or agreement of the designee, the grievance may be presented, in writing, by the employee and/or the Union to the Sheriff's designee within seven (7) days of the incident giving rise to the grievance. The Sheriff's designee shall render a written decision within seven (7) days of receiving the grievance. Copies of this written decision shall be sent to the Union.

**STEP 2:** If the Union is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Sheriff within seven (7) days from the date of the receipt of the decision at Step 1. The Sheriff or his designated representative, upon receipt of a

written appeal, shall schedule a formal meeting within ten (10) days between himself and the applicable parties.

Within ten (10) days after the formal meeting, the Sheriff or his designated representative shall provide to the OPBA employee representative and the applicable OPBA Attorney with his written response to the grievance. If the grievance is not satisfactorily settled in Step 2, the Union may submit, in writing, the grievance to arbitration within fifteen (15) days following the date the grievance was answered in Step 2 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the Sheriff's or his designee's response.

### **STEP 3: Arbitration**

Upon receipt of the written request for arbitration, the Employer or his designee and the representative of the OPBA shall within fifteen (15) days following the request for arbitration meet to select the arbitrators from a permanent panel of five (5) arbitrators agreed to by the Employer and the Union. The arbitrators shall be selected by rotation. The last arbitrator used is not eligible for selection to be the next arbitrator.

The arbitrator shall hold the arbitration hearing promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific articles of this Agreement in question. The arbitrator's decision shall be consistent with applicable state and federal law.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him nor directly essential in reaching a decision on the issue in question.

The Arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the Contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance or practices. The Arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement. In cases of discharge or of suspension, the Arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the Arbitrator shall limit any retroactive settlement to 28 days prior to the date the grievance was presented to the Employer at Step 1 of the Grievance Procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. In those cases, the first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The Award of the arbitrator will be final and binding on both parties. All cost directly related to the services of the arbitrator shall be paid by the losing party.

Expenses of any witnesses shall be borne, if any, by the party calling the witness. The fees of any court reporter shall be paid by the party asking for one, such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

The parties permanent panel of Arbitrators shall include the following:

1. Nels Nelson
2. Harry Graham
3. Rick Blair
4. Thomas Skulina
5. Robert Stein

Employees shall have the right to have a representative of the OPBA present at any step of the grievance procedure. However, employees shall have the right to present grievances and have them adjusted without the intervention of the OPBA provided the employee, presents in writing prior to meeting with the employer, their intent to decline representation, and in doing so, agree to release the OPBA of any liability, and provided such adjustment is not inconsistent with the terms of this Agreement. However, a representative of the OPBA shall have the right to be present at the adjustment of any grievance and/or shall receive a copy of any adjustment. It is expressly understood that only the OPBA, as a party to this Agreement, has the ability to advance a grievance to Arbitration and to litigate that Arbitration.

## **ARTICLE 12 - DISCIPLINARY PROCEDURE**

Discipline shall not be implemented for suspensions greater than ten (10) days until either (1) the matter is settled; or (2) the employee fails to file a grievance within the timeframe provided by this procedure; or (3) the penalty is upheld by the Arbitrator or a different penalty is determined by the Arbitrator.

The above limitations, before imposing discipline, do not apply to any other type of discipline including, but not limited to, verbal or written reprimands, demotions, suspensions of less than eleven (11) days or discharge (termination).

## **ARTICLE 13 - INTERNAL INVESTIGATION PROCEDURE / EMPLOYEE RIGHTS**

### **SECTION 1**

Whenever a member of the bargaining unit is the subject of an investigation which would reasonably be believed to result in disciplinary action against the employee, such investigation shall be conducted in accordance with the following guidelines and rights of the employee(s). This Section shall not apply to criminal investigations of employees.

- a. An employee shall have the right to representation by the OPBA upon his/her request.

b. The investigation shall normally be conducted at a reasonable time, unless the seriousness of the alleged violation or misconduct is of such a degree that an immediate investigation is required.

c. Investigation sessions shall be for reasonable time periods and shall allow for reasonable time to attend to personal necessities.

d. The investigation shall normally take place on the premises of the Employer/County.

e. The employee shall be advised of the names and positions of all individuals present during the investigation interview.

f. Before being interviewed, the employee will be advised of the nature of the investigation.

g. All complaints by civilians which become the basis for disciplinary action against an employee shall be in writing and signed by the complainant or shall be reduced to writing by the officer taking the complaint and signed by the officer in affidavit form. The Employer shall furnish a copy of any complaint to the employee against whom the complaint has been filed at the time of the issuance of the Notice of Disciplinary Charges.

h. Any employee who is interrogated or, interviewed by the Employer shall be allowed to record such interrogation if he has a recording device available so as not to delay the investigation. Any recording made by the Employer shall be copied and provided to the affected employee upon request. Any recording made by the employee shall be copied and provided to the Employer upon request. Any written statements and/or other documentation or tangible physical evidence shall be-exchanged by the parties at least forty-eight (48) hours prior to any scheduled arbitration. However, this provision may be waived in writing in the event of extenuating circumstances.

i. Before an employee may be charged with any violation of the office rules and policies and procedures for a refusal to answer questions or participate in an investigation, he/she shall be advised that his/her refusal to answer such questions or participate in such investigation may be made the basis of such a charge and will have an opportunity to consult with a Union representative.

j. There will be no press release by the Trumbull County Sheriff's Office or the Union regarding the employee under investigation until the investigation is complete, closed or charges filed.

k. No hearing that may result in dismissal, demotion or suspension without pay shall be held unless the employee is notified of the hearing and the reasons for it at least five (5) days in advance of the hearing except in cases where the Employer determines that there is potential harm to employees or others.

l. An employee who has been charged with a violation of any Employer rules and policies and procedures shall, upon request, be provided the opportunity to inspect and obtain copies of his or her written statement or recording prior to the hearing.

m. In the course of an internal affairs investigation, some evidence must exist to warrant giving an employee a polygraph examination. If in the course of an internal investigation an employee has been given a polygraph examination such examination shall not be used in any subsequent criminal Court action without mutual consent of the Sheriff and employee.

## **SECTION 2 - CRIMINAL INVESTIGATIONS OF EMPLOYEES**

An employee who is being detained and questioned as a suspect in any investigation of any criminal charge against him shall be advised of his Constitutional rights before any questioning starts.

## **ARTICLE 14 - EMPLOYEE DISCIPLINE**

### **SECTION 1 - DISCIPLINARY ACTION DEFINED**

No employee shall be reduced in pay or position, suspended, discharged or removed except for just cause. Except in the discretion of the Sheriff wherein the employee is found guilty of significant misconduct, discipline will be applied in a corrective, progressive and uniform manner. Progressive discipline shall take into account the nature of the present violation, the employee's record of prior discipline whether related to, similar to the present violation or otherwise, and the employee's record of performance and conduct. A conviction of a felony shall constitute just cause for immediate discharge without recourse to the grievance and/or arbitration, procedures contained in this Agreement. The principles of progressive discipline described below shall normally be as follows:

a. A verbal reprimand is the first level of discipline. This is an oral statement to an employee that certain behavior or job performance is unacceptable or unsatisfactory and, if continued, would subject him to further discipline.

b. A written reprimand is a written statement to an employee outlining his unacceptable or unsatisfactory behavior or job performance and noting that as a matter of discipline, his activity is being documented for future use.

c. Reprimands will not be considered nor shall it have force and effect for future disciplinary, action after one (1) year if the same has not become a part of further progressive discipline.

d. A suspension is a written statement of an employee outlining his unacceptable or unsatisfactory behavior or job performance and ordering him to suspend his work performance for a specified number of work days without pay. The Employer, as an option, may reduce accruals of earned vacation time and/or compensatory time with the employee's agreement. Such agreements are not subject to appeal.

e. A demotion is a determination that an employee's unacceptable or unsatisfactory behavior or job performance has rendered him incapable of assuming his existing job responsibilities. He may then be reduced in pay or reassigned to another job.

f. A discharge is a written notification to an employee outlining his unacceptable or unsatisfactory behavior or job performance and terminating the existing employment relationship.

## **SECTION 2 - DISCIPLINARY PROCEDURE**

This procedure shall only apply to all non-probationary employees covered by this Agreement. Employees shall have the following rights.

a. An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure.

b. No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance. Upon request, the employee is entitled to a copy of the recording.

c. An employee shall not be coerced, intimidated or suffer any reprisals, either directly or indirectly, that may adversely affect his hours, wages or working conditions as a result of the exercise of his rights under the procedure.

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

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

## **SECTION 3**

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

a. The employee has a right to object by filing a grievance within five (5) days of receipt of the Notice of Discipline;

b. The Grievance Procedure provides for a hearing by an independent arbitrator as its final step;

c. The employee is entitled to representation by a Union representative at every step of the proceeding.

## **SECTION 4**

The following administrative procedures shall apply to disciplinary actions:

a. The Employer, the employee involved and the Union are encouraged to settle disciplinary matters informally. All parties shall extend a good faith effort to settle the matter at the earliest possible time. The Employer is encouraged to hold an informal meeting with the employee

for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the Employer may offer a proposed disciplinary penalty. The employee must be advised before meeting that he/she is entitled to representation by the Union during the initial discussion.

b. If a mutually agreeable settlement is not reached at this informal meeting, the Employer will, within five (5) days, prepare a formal Notice of Discipline and present it to the employee and the Union. If no informal meeting is held, the Employer may prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.

c. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the Employer, pursuant to Step 2 of the Grievance Procedure. The appeal must be filed at Step 2 within five (5) days from receipt of the Notice of Discipline.

#### **SECTION 5**

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

#### **SECTION 6**

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

#### **SECTION 7**

An employee may be suspended with pay at any time during the process. If the Employer, at its sole discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations, a suspension without pay may be imposed concurrent with or subsequent to the decision at Step 2 of the Grievance Procedure.

#### **SECTION 8**

The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employee to appeal any form of disciplinary action (*e.g.*, suspensions, demotion or discharge) to any Civil Service Commission or State Personnel Board of Review.

#### **SECTION 9**

The Employer shall be barred from disciplining any employee or in any way using an

incident for the basis of subsequent discipline unless the Employer served the employee with the disciplinary charges within one hundred twenty (120) days from the date that the incident giving rise to the disciplinary action is reported to the Employer unless the investigation of the incident is confidential. The Employer may extend the one hundred twenty (120) day limitation of a non-confidential investigation for an additional one hundred twenty (120) days by providing notice of the Employer's intent to extend the time limitation to the Union or the employee. Furthermore, the Employer shall not be barred from disciplining any employee or in any way using an incident for the basis of subsequent discipline which occurs more than one (1) year prior to the serving the employee with disciplinary charges if the underlying conduct constitutes a criminal offense.

## **ARTICLE 15 - HOURS OF WORK**

### **SECTION 1 - WORK DAY/WEEK DEFINED**

A day shall be defined as a full twenty-four (24) hour period and shall begin with the employee's starting time. A week shall be defined as seven (7) consecutive calendar days commencing at 12:01 a.m. Sunday and ending at 12 Midnight Saturday.

The regular work week for full-time employees shall consist of forty (40) hours, five (5) days of eight (8) consecutive hours each.

Each year at daylight savings when the clock is moved back, those employees working an extra hours will be paid for one (1) hour overtime. In the Spring when the clock is moved forward, employees will be given the option of staying and working eight (8) hours or getting paid for seven hours if they elect to leave.

### **SECTION 2 - POSTING OF SCHEDULE**

The Employer will post all work schedules at least seven (7) calendar days in advance of the effective date of said work schedule. The OPBA will be provided the work schedule forty-eight (48) hours in advance of the posting.

The schedule of shifts for each eligible employee shall be determined by a bidding process as follows:

a. The employee who has the greatest seniority will be the first bid, the employee who has the second greatest seniority will bid second, etc. This procedure will prevail down to the employee with the least amount of seniority who will have the final bid. No employee shall bid outside his/her assignment. No probationary employee with less than six (6) months of service shall be eligible for shift bidding. Employees voluntarily changing shifts after their vacation request has been approved may have their vacation request reconsidered by the Employer.

b. The bid sheet will be posted once per year on the OPBA bulletin board December 1<sup>st</sup> through December 15<sup>th</sup> for the new shift commencing on the first Sunday in January through December 31. Bidding shall be by seniority. The most senior to bid first, the least senior to bid last.

c. There shall be one bid from May 9, 2015 through May 19, 2015 which shall establish the shifts for the remainder of calendar year 2015. Thereafter, the procedure set forth in paragraph b., above, shall control.

d. The bid sheets state the effective dates and starting and ending hours of each shift as well as days off. Each employee will receive a copy of the entire work schedule after it has been completed.

e. Job assignment is the Employer's right and the discretion for job assignments shall include, but not be limited to, special assignment, special programs or projects, Court orders, special investigation, etc.

f. If the Employer determines that a shift is understaffed or 2 or more employees are absent as a result of being on an extended leave of absence, *i.e.*, more than 7 days, or on assignment for special investigation or assignment to special programs or projects or other leave vacancy for more than seven (7) days, then the Employer, at his discretion, may fill the understaffed shift by assignment. The adjustment of the work schedule for the purposes of change of assignment and/or filling of vacancies herein shall not be defined as an adjustment to avoid overtime compensation. The Employer retains the right and discretion to staff the shifts as he may determine appropriate for the safety and efficiency of Departmental personnel and the safety of incarcerated persons.

### **SECTION 3 - IDENTIFICATION OF SHIFTS**

The Employer will maintain the current shift schedule. However, the Employer retains the right to change the current shift schedule provided that the Employer gives the Union prior notice of any such change. There shall NOT be rotating shifts.

### **SECTION 4 - SHIFT TRADES**

Employees will have the ability to trade and swap shifts with fellow employees provided:

- a. Overtime is not required
- b. Both employees must complete and sign the Sheriff's Office Schedule Change Request form
- c. The form is approved by the Assistant Warden and the Sheriff's designee
- d. Minimum staffing levels of females are met

### **ARTICLE 16 - CALL IN PAY**

Whenever an employee is called to work at a time other than his regular work schedule, he/she shall be guaranteed three (3) hours pay at the straight time or overtime rate whichever is appropriate in accordance with the other Articles of this Agreement. The starting time for an employee called out to work shall commence at the time of the call made to an employee, except when the employee does not report for duty within a reasonable amount of time.

It is understood that any call-in which starts prior to the regular shift and continues into the

employee's regular shift, or holdover time worked immediately following the regular shift, shall not be eligible for the minimum as provided in the section above.

## **ARTICLE 17 - VACANCIES AND PROMOTIONS**

Vacancies which the Employer determines to fill in positions above the rank of Corrections Officer shall be filled by promotional examination. Employees shall be eligible for the position of Corrections Sergeant who have completed five (5) years of continuous service with the Trumbull County Sheriff's Office as a Corrections Officer as of the date of the posting of the vacancy. The vacancy for Corrections Sergeant shall be posted for a period of seven (7) calendar days. All employees who want to be considered for the position shall submit an application to the Employer within the seven (7) calendar day posting period.

Corrections Sergeants are eligible for the position of Assistant Warden. If there are fewer than two (2) Corrections Sergeants who apply for the position, then Corrections Officers with five (5) years of continuous service can apply for the position of Assistant Warden. The vacancy for Assistant Warden shall be posted for a period of seven (7) calendar days. All employees who want to be considered for the position shall submit an application to the Employer within the seven (7) calendar day posting period.

All examinations for promotions shall be competitive. The Employer will give a written test. The Employer retains the discretion to use assessment testing. If only a written test is given, the written test used will be based on one hundred (100%) percentage points. Credits for efficiency/performance, seniority in service, Employer discretion, military service and education shall be added to the examination grade but no credit for efficiency/performance, seniority, military service or education shall be added unless the applicant achieves at least a minimum passing score of seventy (70%) percentage points on the examination without counting such extra credit.

The credit for seniority shall be determined as follows: For each full year of service after five (5) years of service up to 25 years of service as of the date of posting, add one-half (1/2) of one (1%) percentage point.

The credit for efficiency/performance shall be determined by assigning a numerical value to a performance evaluation of the employee conducted by the employee's immediate supervisor. Upon receipt of an employee's application, the Employer shall cause the employee's immediate supervisor to complete an Employee Performance Evaluation. If the subject employee has not served under the present immediate supervisor for more than sixty (60) days prior to the date of the application, then the Employer shall cause the immediate supervisor, prior to such sixty (60) day period, to complete the performance evaluation. The range of these numerical values shall be from zero (0) to five (5%) percentage points. Up to five (5%) percentage points for the individual performance evaluation will be added to the score in the promotional examination.

The credit for education shall be determined as follows:

An Associate Degree from an accredited college or university - two (2 %) percentage points;

A Bachelor's Degree from an accredited college or university - four (4%) percentage points;

A Master's Degree from an accredited college or university – six (6%) percentage points;

Credit for Military Service - maximum two (2%) percentage points for honorable discharge with presentation of DD-214.

Reserve Time - Honorable discharge or successful completion of initial enlisted commitment (maximum military credit is two [2%] percentage points).

Each employee shall submit a certified transcript from a college or university demonstrating the employee has completed the requisite hours or degrees. Such transcript shall be submitted to the Employer prior to the promotional examination. Untimely submittals will not be accepted. Transcripts need only be supplied once to the Employer and shall become part of the employee's personnel file.

Each employee applying for the promotional examination shall be provided a list or all study materials necessary to prepare for such examination at least forty-five (45) days prior to the conducting of said examination.

The examination shall consist of questions derived from the Trumbull County Sheriff's Office Rules and Regulations, the Collective Bargaining Agreement for the Corrections Officers, the Ohio Revised Code as it pertains to Corrections Officers and other supervisory texts or manuals provided in the list submitted at least forty-five (45) days before the exam.

The ranking grade of an applicant shall be determined by adding the passing score obtained on the written examination additional points for seniority, military service, credit for efficiency, and education. The Employer may add up to five (5%) percentage points to an applicant's score as Employer discretion. All extra points for addition to the passing test score shall be given to the Sheriff's designee for addition to the test score.

In the event that the Employer decides to use assessment testing, the assessors shall not be from the Trumbull County Sheriff's Office. The written examination shall count for fifty (50%) percent of the applicant's grade. The assessment shall count for fifty (50%) percent of the grade. In order to be assessed, the employee must obtain a minimum grade on the written examination of sixty-five (65%) percent. The ranking grade of an applicant is determined by adding to the combined score obtained on the written and assessment test, additional Points for seniority, credit efficiency, education, military service and Employer discretion as provided above.

The Employer will retain a list of the names from the highest to the lowest passing grade for a period of two (2) years from the date the list is compiled. The Employer shall select one (1) name from the top three (3) highest ranking from the list for any vacancy that exists.

The employee selected by the Sheriff to fill the vacancy has the option to return to his/her prior position within his/her probationary period of the position that he or she has been selected to fill.

## **ARTICLE 18 - LAYOFF AND RECALL**

Corrections Officers in the Trumbull County Sheriff's Office may be laid off or may have their position abolished only for lack of work or lack of funds.

In the event of a layoff or job abolishment situation, Corrections Officers in the Trumbull County Sheriff's Office will be laid off in accordance with their divisional seniority (last hired, first laid off).

An employee who is laid off shall be subject to recall from layoff for a period of thirty (30) months.

A recall from layoff will be based upon divisional seniority (last laid off, first recalled).

Before any full-time employees may be laid off, all part-time and other employees, who perform bargaining unit work, will be first laid off.

At least seven (7) days before the effective date of any layoff(s), the Sheriff or his designee will provide notice to the Union that the office intends to layoff Corrections personnel.

The parties shall meet to discuss alternatives prior to a layoff being implemented.

## **ARTICLE 19 - COMPENSATION/WAGE - CORRECTIONS OFFICERS**

"Length of Service" means time commencing with the first day that an Employee is on active pay status with the Bargaining Unit. Commencing and retroactive back to January 1, 2014, all Employees shall be compensated at the rates of pay articulated in this Article based on their length of service with the Bargaining Unit.

All Corrections Officers, regardless of their hire date:

### **Commencing and retroactive back to January 1, 2014:**

<b>Length of Service:</b>	<b>Hourly Rate:</b>
Start	\$14.96
After one (1) year	\$15.66
After two (2) years	\$16.61
After three (3) years	\$17.79
After four (4) years	\$18.47
After seven (7) years	\$18.72
After ten (10) years	\$18.97

**Commencing and retroactive back to January 1, 2015:**

Length of Service:	Hourly Rate:
Start	\$15.41
After one (1) year	\$16.11
After two (2) years	\$17.06
After three (3) years	\$18.19
After four (4) years	\$18.92
After seven (7) years	\$19.17
After ten (10) years	\$19.42

**Commencing on January 1, 2016:**

Length of Service:	Hourly Rate:
Start	\$15.66
After one (1) year	\$16.36
After two (2) years	\$17.31
After three (3) years	\$18.44
After four (4) years	\$19.17
After five (5) years	\$19.345
After seven (7) years	\$19.595
After ten (10) years	\$19.845

Retroactively from January 1, 2014 through December 31, 2014, Corrections Sergeants shall be paid a base hourly rate of \$19.97.

Commencing and retroactive back to January 1, 2015, all Corrections Sergeants shall be compensated at are rate of pay which is ten percent (10%) higher that the rate of pay of the highest paid Corrections Officer. This rank differential shall continue from January 1, 2015 onward.

**HAZARDOUS DUTY PAY**

Corrections Officers hired before the execution of this Agreement shall be entitled to hazardous duty pay as follows - \$0.30 per hour.

**PERS**

The Employer shall continue to make pension contributions as may be required by the appropriate state pension system:

For employees hired before the execution of the 2010 collective bargaining agreement between the Sheriff and the U.A.W., the Employer shall pay an amount equal to eight and one-half percent (8.5%) of the employee's gross wage, each pay period to the appropriate state pension system (i.e., eight and one-half percent [8.5%]) of the employee's mandated total contribution.

For employees hired after the execution of the 2010 collective bargaining agreement between the Sheriff and the U.A.W., the Employer shall pay a portion of the employee's mandated total contribution to the appropriate state pension system as follows:

Commencing on and retroactive back to January 1, 2015: two percent (2%)

Commencing on January 1, 2016: an additional two percent (2%)

(i.e., four percent (4%) of the employee's mandated total contribution by January 1, 2016.)

### **SHIFT DIFFERENTIAL**

Employees required to work the afternoon or the midnight shifts will be compensated in addition to their regular pay at the rate of twenty cents (\$.20) per hour for afternoon and thirty cents (\$.30) per hour for the midnight shift. Any employees who work any part of the afternoon or midnight shift will be compensated at the appropriate differential rate for all hour worked in addition to their regular pay.

### **LONGEVITY**

Effective January 1, 2012, all employees shall receive a longevity payment after five (5) full years of service at the rate of Four Dollars (\$4.00) per month for each full year of service. Longevity payments shall be made in a lump sum on the basis of the completion of a full year of service on December 1st of each year.

### **ARTICLE 20 - OVERTIME**

The phrase "Actual Work Performed" or "Actually Worked" as used in this Article shall constitute only that time the employee is performing services or duties on behalf of the Employer. Sick leave, leave of absences, absences due to worker's compensation disability, compensatory time off and unworked holidays shall not be construed or considered as actual work performed.

#### **A. Voluntary Overtime**

When the Employer determines that it is necessary to schedule overtime, it shall be voluntary.

Voluntary overtime scheduling shall occur as such:

- a. All employee's names shall be placed on a "call out sheet" in order of seniority.
- b. Overtime shall be offered moving down the list. If an employee works overtime or turns down an opportunity to work overtime, they shall not be offered another opportunity to work overtime until the rotation of the list is complete.

## B. Mandatory Overtime

If there are insufficient volunteers to fill overtime vacancies, the Sheriff may mandate that employees work overtime .

Mandatory overtime scheduling shall occur as follows:

- a. Each shift shall maintain a "callout sheet" in order of seniority.
- b. Overtime shall be mandated moving up the list of the shift immediately preceding to the shift deemed by the Employer to be short of manpower. If an employee is mandated to work overtime, he/she shall not be mandated again until the rotation of the list is completed. .

All employees who work mandatory overtime shall be paid two (2) times their regular hourly rate.

Employees shall not normally be scheduled to return to work within any workday with less than an eight (8) hour break between the end of their last shift and the commencement of a second work shift.

Notwithstanding any other provision in this Agreement, the Sheriff, in his sole discretion prior to ordering mandatory overtime, may utilize non-bargaining unit individuals to fill a shift that is determined by the Employer to be short of manpower. The current policy on overtime, as it pertains to the above paragraph shall continue and will not change unless the parties meet to discuss the changes.

If overtime is improperly assigned through a mistake of the officer in charge for overtime call-out, then the remedy shall be that the affected employee(s) shall not be mandated again until the rotation of the call-out list is completed.

## **ARTICLE 21 - COURT TIME**

An employee appearing in Court in the scope of his/her duties on behalf of the Sheriff, at a grand jury session or at a consultation with a prosecutor regarding matters that relate to his employment with the Trumbull County Sheriff's Office, outside of their normally scheduled work hours, shall be granted a minimum of three (3) hours of pay or Comp-time at the applicable rate of pay.

For the purpose of this Section, court time includes time preparing for an appearance and travel time to and from the court.

Court time requests shall be verified in writing by a prosecutor or other appropriate court authority.

## ARTICLE 22 - COMPENSATORY TIME

All overtime work shall be compensated at the employee's election, up to one hundred (100) hours of banked compensatory time and thereafter at the Sheriff's discretion either (a) at the rate of one and one-half (1.5) times the employee's regular hourly rate, or (b) compensatory time computed at same rate, which may be accumulated to a maximum of 240 hours. Employees may be permitted to cash in their comp-time in December of each year. In order to do so, employees must apply no later than December 1<sup>st</sup>. Payment of comp-time is at the Sheriff's discretion, to be exercised on the basis of available funds. If the submitted requests exceed available funds, then the Sheriff shall pay out to all who request on a pro-rata basis.

Employees who opt to bank comp-time shall be permitted to use banked comp-time as follows:

- a) With less than four (4) weeks but greater than 24 hours notice comp-time shall be granted on first come first served basis so long as it does not create mandatory overtime;
- b) With less than 24 hours notice employees must appear on shift and shall be granted comp-time off so long as the Supervisor or Acting Supervisor approves in accordance with work load and work requirement needs;
- c) Without exigent circumstances, comp-time will not be granted more than four (4) weeks in advance.

Payment for accumulated compensatory time shall be made upon terminate employment.

In the event of an employee's demise, any accrued compensatory time will be paid to the employee's spouse or designated beneficiary.

## ARTICLE 23 - CLOTHING ALLOWANCE

Effective upon execution of this agreement and each year thereafter, all newly hired probationary employees shall be issued a sufficient amount of clothing within thirty (30) days of his date of appointment.

All non-probationary Corrections Officers shall receive an annual clothing allowance of Seven Hundred Dollars (\$700.00). The clothing allowance shall be maintained in a separate account and shall be disbursed to an employee upon the presentation of a voucher. However, should the Employer learn that the vendor has not been paid, the Employer shall be entitled to reimbursement through payroll deduction.

The clothing allowance may be utilized for the purchase of any of the following required items:

1. uniform shirts with embroidered badges;
2. uniform pants;

3. handcuffs;
4. uniform shoes;
5. black utility bags (subject to inspection at any time at the Sheriff's or designee's discretion)
6. and any other item that the Employer may require an employee to wear

Corrections Officers shall be permitted to wear authorized summer uniforms at all times during the year.

## **ARTICLE 24 - HOSPITALIZATION AND INSURANCE**

Health Insurance Fringes. the Employer shall continue to pay the full cost of all hospitalization vision care program, drug prescription plan, dental care plan for all employees during the term of this contract, at the level of benefits presently in effect or greater except for the following changes:

- A. Annual "up-front" deductibles shall be \$200.00 single subscribers and \$400.00 family subscribers.
- B. The Annual "maximum out of pocket" expense for each employee shall be \$600.00 for single subscribers and \$1200.00 for family subscribers.
- C. Hospitalization and Physician Network (Preferred Provider Organization [PPO]) to include 80%/20% coinsurance with maximum annual "out of pocket" expense to be \$600.00 for single subscribers and \$1200.00 for family subscribers. Implementation of any PPO must include the ability for enrollment of new physicians.
- D. Retail Prescription Drug co-pay of \$10.00 per prescription if generic purchase, \$25.00 per non-generic prescription within formulary and \$50.00 for any prescription purchased outside of the formulary. Mail-order prescription drug co-pay \$20.00 if generic purchase, \$50.00 if preferred purchase and \$100.00 if non-preferred purchase. Prescription co-pays shall not be applied to annual out-of-pocket maximums or deductibles.
- E. Office visits ER Co-payments. Fifteen Dollars (\$15.00) office visit co-payment including Wellness and Preventive Care Programs (e.g. physical examinations, smoking cessation, etc.), office co-payments will not be applied toward the annual deductibles listed in A above but will be applied toward the annual "out-of-pocket" maximums listed in C above. \$75.00 co-payment for Emergency Room visit. Emergency Room copayments will not be applied toward the annual deductibles listed in A above, but will be applied toward the annual "out-of-pocket" maximums listed in C above.
- F. Schedule of Benefits/Maintenance of Standards. To as great an extent as possible, the level of benefits shall remain as per the current plan design. The Employer shall maintain the schedule of benefits at the same or substantially the same level for the duration of this Agreement. No substantial change in benefit levels shall occur without first meeting with the Union.
- G. The employee share of the health care premium shall be ten percent (10%) of the total premium.

The employee's share of the premiums shall be deducted from the employee's gross wage at one-half (1/2) of the total monthly amount due per bi-weekly pay period until the total monthly obligation is met.

H. The deductibles and co-payments listed above shall not be increased for the duration of this Agreement, however this restriction shall not apply to any Health Maintenance Plan (HMO) as may be offered by the Employer. The Employer shall make every effort to maintain current benefit and deductible levels for HMO participants within the constraints of the mandatory competitive bidding procedures, however the specifications for these bids while including all current and deductible levels shall not restrict or limit the bids to these levels.

Cost Containment and Advisory Committee. There shall be formed a Cost Containment and Advisory Committee (CCAC), whose function shall be to serve in an advisory capacity to the Employer on all matters pertaining to the Health Care and Wellness of Employees including, but not limited to:

- A. Reviewing and forwarding comment to the Employer on all competitive bids received for Health Care prior to the Employer's formal acceptance of such bids.
- B. Suggesting changes in coverages and plan design, but adhering to the language below.
- C. Reviewing Health Care costs and forwarding advice and ideas on containing same.

This Committee shall be composed of one (1) representative from each Trumbull County Union having members who are subscribers to any of the Health Plans and two (2) representatives selected by the Employer. No change in Plan Design (e.g., Co-Pays, Premium Share, Deductibles, Coverages, etc.) may be proposed by either the Union(s) or Employer unless renewal costs for all coverages change by at least 30%, plus or minus. Further, the Employer will be obligated to re-bid the Hospitalization Plans, even in the midst of the normal three (3) year Health Plan Contract, if total costs for the plans escalate by 20% or more from current costs. This shall not prohibit the Employer from soliciting bids at any time the Employer deems as appropriate.

Any dispute between the parties relative to this section shall be resolved in the following manner:

- A. Each party shall select one (1) representative to mediate the proposed plan design change, or other issues under this section.
- B. The two (2) representatives will mutually agree on a neutral third representative.
- C. The mediators will be given wide latitude in resolving issues under this section, and may:
  - 1. Meet solely among themselves.
  - 2. Hold a formal hearing.
  - 3. Solicit exhibits and evidentiary materials.
  - 4. Direct any witnesses to appear.

- D. The decision of the mediators shall be rendered within thirty (30) days from the appointment of the three-member panel with the decision binding on all subscribers under the plans.
- E. Any mandated change shall be implemented by the Employer and incorporated into the Plan or Plans on the first day of the next Plan year or via solicitation of competitive bids if more feasible.

Waiver of Coverage. During the enrollment period for the hospitalization plan of the employee and upon proof of alternative coverage, employees may elect to waive health care coverage provided by the Employer.

An employee who elects this option will receive a waiver payment of one hundred dollars (\$100.00) per month for waiver of family plan and fifty dollars (\$50.00) per month for waiver of single coverage for each month of non-participation in the plan. In the event the employee loses the alternative coverage and upon proof of cancellation he/she shall be immediately enrolled in the employer's normally provided health care plan. Other employees wishing to re-enroll in the normal health care plan shall only be permitted to do so during the annual enrollment period except in the case of coverage termination as outlined above.

In no case shall the provisions of this Section 3 apply to employees whose spouses participate in the same plan which is provided as a benefit of employment with any Trumbull County Agency or Department under the auspices of the Board of County Commissioners. The Employer will provide and pay the full premium for all employees for a life insurance policy in the face value of thirty-five thousand dollars (\$35,000.00).

Newly hired employees will not be entitled to any insurance benefits in this article until after completion of the first ninety (90) work days of their probation.

#### **ARTICLE 25 - CONTINUATION OF BENEFITS**

Eligible employees shall retain coverage under all County Employer paid medical and life insurance programs in accordance with the following provisions:

- a. The employee must have previously been enrolled in such programs in accordance with the requirements of the County Employer and the provider, prior to going on an approved leave of absence; and
- b. When an employee is granted an approved leave of absence without pay, and the period of the absence does not exceed thirty (30) calendar days; or
- c. When an employee sustains an on-the-job injury and is approved for total temporary disability benefits through Ohio Worker's Compensation. This retention of coverage shall terminate upon an employee being approved for disability through the Public Employees Retirement System, upon being removed from Total Temporary Disability Benefits and/or status, or upon obtaining other employment.

An employee who remains on an approved leave of absence beyond the time limitations

expressed above may elect to continue their health care coverage at their cost for a period not to exceed eighteen (18) months in accordance with the following provisions:

a. The continuation of coverage shall be the equivalent of the same coverage being provided to all other eligible employees;

b. The employee must notify the County/Employer and the plan administrator of their intent to continue coverage within sixty (60) days of the date of the event which would cause them to lose paid coverage;

c. The employee must provide timely payment of the required premiums in accordance with the requirements of the County/Employer and plan administrator.

Employee paid continuation of benefits shall not continue should any of the following occur:

- a. The time period extends beyond the maximum time limitations provided herein;
- b. The group health care plan is terminated;
- c. The employee becomes covered under other group health care plan;
- d. The employee becomes eligible for Medicare benefits.

## **ARTICLE 26 - HOLIDAYS**

All full-time employees shall receive the following paid eight (8) hour holidays:

1. The first (1<sup>st</sup>) day of January
2. The third (3<sup>rd</sup>) Monday of January
3. The third (3<sup>rd</sup>) Monday of February
4. The last Monday of May
5. The fourth (4<sup>th</sup>) of July
6. The First (1<sup>st</sup>) Monday of September
7. The second (2<sup>nd</sup>) Monday of October
8. The eleventh (11<sup>th</sup>) day of November
9. The fourth (4<sup>th</sup>) Thursday of November
10. The day after Thanksgiving
11. The twenty-fourth (24<sup>th</sup>) day of December
12. The twenty-fifth (25<sup>th</sup>) day of December

Any full-time, employee who is required to work on any aforementioned holiday shall be paid at the rate of one and one-half (1.5) time, in addition to the Holiday pay of eight (8) hours. Employees whose regularly scheduled days off fall on any designated holiday will receive eight (8) hours holiday pay in addition to their regular pay. Employees may elect to receive their holiday pay in contractually created holiday compensatory time. Time banked per this option may only be used when-its usage does not incur the payment of overtime and so long as the affected shift does not fall below 1 above minimum of that shift. No more than eighty (80) hours of holiday

compensatory time may be accumulated.

Employees working overtime as defined in Article 20 on any of the above holidays shall be paid double time in addition to their holiday pay of eight (8) hours.

Notwithstanding any other provisions in the Agreement, the Employer shall have the right to schedule any employee off on any of the aforementioned holidays listed above herein provided the Employer gives the employee at least seven (7) calendar days advance notice. An employee who is scheduled off on said-holiday shall still be entitled to the holiday pay of eight (8) hours.

#### **ARTICLE 27 – VACATION**

Effective upon the date of execution of this contract, all employees after one (1) year of completed service with the Office shall be entitled to vacation with pay under the following schedule of consecutive service:

- A. One (1) year of service, but less than seven (7) years: eighty (80) hours of vacation.
- B. Seven (7) years of service, but less than thirteen (13) years: one hundred twenty (120) hours of vacation.
- C. Thirteen (13) years of service, but less than nineteen (19) years: one hundred sixty (160) hours of vacation.
- D. Nineteen (19) years of service, but less than twenty-five (25) years: two hundred (200) hours of vacation.
- E. Twenty-five (25) years of service or more: two hundred forty (240) hours of vacation.

No employee shall be entitled to vacation pay and regular earnings during the same period.

Vacation time off is to be scheduled by the Employer which maximizes the utilization of personnel. Employees request for vacation must designate the specific dates being requested.

- a. Vacation requests shall be submitted during the time period of January 2 through January 16. The Employer shall determine the number of employees to be off on vacation at any one time. Such requests shall be awarded on the basis of seniority by January 20<sup>th</sup> of the applicable year. Vacation submissions during the above time period shall be awarded on the basis of seniority before any other time off requests (compensatory time, personal day) are awarded. Requests for vacation shall be granted so long as the affected shift does not fall below one (1) above minimum for the shift, unless that shift was scheduled below that number prior to any time off given.
- b. Requests not submitted during the time period stated above shall be considered on a first come, first serve basis. Requests for vacation time shall be granted so long as the affected shift does not fall below one (1) above the minimum for that shift,

unless that shift was scheduled below the number prior to any time off given.

Once vacation is approved it shall not be canceled, except that in the case of an emergency or disaster, the Sheriff may cancel any scheduled vacation; or a vacation may be canceled upon the mutual agreement of the Sheriff and the affected employee.

In the event of either a disapproved request or a canceled vacation, such employee may carry over earned, but unused, vacation leave from one year to the next, with a maximum of one (1) year accrual, Notwithstanding Section 2 herein, all unused vacation except the current year must be paid for by the end of that year.

#### **ARTICLE 28 - PERSONAL DAYS**

All employees shall be entitled to three (3) days of personal leave with pay per year. All personal days shall be taken only with the approval of the Sheriff or his designee and such approval shall not be unreasonably denied.

Requests for personal days will be in writing on forms provided by the Employer and normally submitted at least two (2) days in advance. The Employer must respond to the request in writing within two (2) working days after receipt of request.

#### **ARTICLE 29 - SICK LEAVE**

##### **SECTION 1 - SICK LEAVE DEFINED**

Sick leave shall be earned and used in compliance with Ohio Revised Code, Section 124.38. Employees shall earn sick leave at the rate of one hundred twenty (120) hours per year with no limitation on the number of sick hours earned that may be accumulated.

##### **SECTION 2 - USE OF SICK LEAVE**

Sick leave shall be charged to any employee on the basis of actual time (hour by hour) absence due to illness. Any employee off sick more than three (3) consecutive scheduled working days shall be required to present a return to work form from a licensed doctor to a supervisor upon return to work. Failure to provide a requested return to work form upon the return to work shall constitute a forfeiture of the right to use sick leave for the absence. Untimely submissions are not acceptable.

Sick leave shall be granted to an employee for the following reasons:

1. Illness or injury of the employee or a member of his/her immediate family.
2. Medical, dental or optical examinations or treatment of employee or member of his immediate family, which requires the employee, and which cannot be scheduled during non-working hours.
3. If a member of the immediate family is afflicted with a contagious disease or requires the

care and attendance of the employee or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.

4. Pregnancy and/or childbirth and other conditions related thereto.

Definition of immediate family: parents, step-parents, grandparents, brother, sister, father-in-law; mother-in-law, spouse, child, step-child, grandchild, or any family member residing in the employee's household.

Where sick leave is requested to care for a member of the immediate family: the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill family member.

#### **ARTICLE 30 – FITNESS FOR DUTY**

The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capabilities to perform the duties of the employee's position. The cost of such examination shall be paid by the Employer. If the Employer determines, based upon all available medical records that the employee is not qualified, the employee may be placed on family medical leave pursuant to Article 37. Such determination, however, shall not be arbitrary or capricious.

#### **ARTICLE 31 - BEREAVEMENT LEAVE**

Bereavement/Funeral Leave shall be granted to an employee for the following reasons:

1. Death of a member of his/her immediate family, limited to a maximum of twenty-four (24) hours, however, if the funeral of said immediate family member is more than two hundred (200) miles away but less than four hundred (400) miles, said employee shall be entitled to eight (8) additional hours for a total of thirty-two (32) working hours: If the funeral of said family member is more than four hundred (400) miles away, said employee shall be entitled to sixteen (16) additional hours for a total of forty (40) working hours.
2. Death of a relative not a member of the immediate family is limited to eight (8) hours and shall only include aunt/uncle of the 1<sup>st</sup> degree, niece/nephew of the 1<sup>st</sup> degree, cousins of the 1<sup>st</sup> degree, brother-in-law and sister-in-law.
3. Additional bereavement days may be taken from the employee's sick-leave bank for immediate family without those days counting as an occurrence.

If an employee has cause to use the bereavement/funeral leave, such leave shall not be deducted from sick leave or any other type of leave and the employee shall provide either a copy of the death certificate or the public notice published in a newspaper and submit the same by attaching it to the form for leave upon returning to work. Said leave shall be taken for the purpose of attending the wake, the funeral and other services as well as performing other obligations

occurring as a result of the death. Failure to provide the aforesaid written statement on the date the employee returns to work shall constitute a forfeiture of any right to use funeral leave. Untimely submissions are not acceptable.

### **ARTICLE 32 - SICK LEAVE CASH OUT UPON RETIREMENT**

Upon retirement, an employee shall, upon notifying the Employer in writing, be entitled to compensation in a lump sum for accumulated sick leave according to the following schedule:

a. Thirty percent (30%) of all accumulated sick leave in excess of one (1) hour through Six Hundred Fifty (650) hours, plus

b. Forty percent (40%) of all accumulated sick leave in excess of Six Hundred Fifty one (651) hours through one thousand four hundred (1,400) hours, plus

c. Fifty percent (50%) of all accumulated sick leave in excess of one thousand four hundred (1,400) hours through two thousand two hundred (2,200) hours, plus

d. One hundred percent (100%) of accumulated hours in excess of two thousand two hundred (2,201) hours.

### **ARTICLE 33 - CONVERSION OF SICK LEAVE**

Pursuant to Section 145.01 of the Ohio Revised Code and Administrative Code 145-1-26, Trumbull County Sheriff's Office will execute a plan for the conversion of sick leave and vacation leave to cash for leave that is accrued, but not used, during the calendar year as defined as January 1<sup>st</sup> to December 31<sup>st</sup> as part of an annual conversion plan. These earnings are earnable salary on which employee and Employer contributions shall be remitted to OPERS.

Leave shall be converted on a last in, first out (LIFO) basis. The leave to be considered earnable salary is the leave accrued to date in the current calendar year, less any leave used to date in the same calendar year. For retiring employees, conversion payment must occur according to the plan and either prior to or during the month of their termination date on this earnable salary to be included in the calculation of Final Average Salary.

The following payments made to employees shall not have retirement contributions withheld as the payments do not meet the definition of earnable salary for OPERS purposes:

- Leave in excess of the annual amount of leave accrued January 1<sup>st</sup> to December 31<sup>st</sup>, less leave used January 1<sup>st</sup> to time of payment.
- Leave earned in previous calendar years (other than payments made in January for leave accrued but not used during the previous calendar year.

- Conversion of leave to employees separating employment
- Conversion of leave to retiring employees outside the regular payment schedule

Employees receive payments for hours converted in January of the following year. Participating employees may convert both sick and vacation leave or may choose to convert only sick leave or only vacation leave. The maximum amount of leave employees earn in a year is:

- Sick leave (120 hours)
- Vacation leave (240 hours)

**Leave Accrual:**

- Sick leave is accrued per pay period
- Vacation leave is accrued per pay period

To participate in the conversion plan, employees must have a balance of 240 hours of sick leave to cash out sick leave hours and/or at least 160 hours to cash out vacation hours.

This plan will be submitted to OPERS for approval by March 31<sup>st</sup> of each year, or prior to any conversion plan payment being made to employees.

**ARTICLE 34 - ABUSE OF SICK LEAVE**

Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action, notwithstanding any other provision of this Agreement.

Use of sick leave, other than injury leave or leave utilized pursuant to FMLA; on four (4) or more occasions in any 12 month period, shall subject the employee to disciplinary action according to the following schedule:

- Four (4) times written caution letter
- Five (5) times one (1) day suspension
- Six (6) times ten (10) day suspension
- Seven (7) times Employer can implement discipline that it deems appropriate

An "occasion" for purposes of this Section shall mean an individual utilization of sick leave regardless of the number of hours involved (*e.g.*, one (1) hour, one (1) day or five (5) consecutive work days would all be one (1) occasion of sick leave). Any time an employee reports back to work and begins working ends an occasion of sick leave. However, the first two (2) utilizations of sick leave for doctor appointments scheduled at least twenty-four (24) hours in advance and provided the employee takes no other sick day in conjunction with the doctors appointment, in any twelve (12) month period shall not be deemed an occasion, provided the employee returns to work with a physician signed form prepared by the Employer. Leaving work because of the employee's illness does not constitute an "occasion" for purposes of this section. This benefit shall be limited

to two (2) times per calendar year.

Written cautions under this Section are not subject to the grievance procedure with the one (1) exception of the appropriate application of the grid (*i.e.*, miscounting occasions to determine the appropriate level of discipline). In such cases a grievance may be processed through Step 3.

Discipline involving a suspension under this Section are grievable only through Step 3, except grievances where the sole issue involves the determinations listed below.

Discipline may be waived upon a showing of error in the application of this provision or satisfactory evidence that the occasion was a result of a bona fide, unpredictable or recurring medical condition necessitating the employee's absence and the employee submits medical documentation substantiating the same. The employee shall provide any forms required by the Employer upon the first day of return to work. Failure to provide the required form on the first day of return to work shall result in subsequent absences as being treated as a separate occasion.

#### **ARTICLE 35 - SICK LEAVE BONUS**

For each calendar quarter (*i.e.*, January 1<sup>st</sup> through March 31<sup>st</sup>, April 1<sup>st</sup> through June 30<sup>th</sup>, and July 1<sup>st</sup> through September 30<sup>th</sup>, and October 1<sup>st</sup> through December 31<sup>st</sup>) that an employee does not utilize sick leave, the employee will be entitled to eight (8) hours of compensatory time.

#### **ARTICLE 36 - UNPAID LEAVE OF ABSENCE**

The Employer may, at his discretion and upon the written request of an employee, grant a leave of absence without pay for a period not to exceed three (3) months. Such leave may be extended at the discretion of the Sheriff for up to an additional three (3) months. The employee must request any extension ten (10) days prior to the end of the initial unpaid leave of absence.

Any employecc on leave of absence shall not earn sick leave during this leave period, nor shall they be entitled to any holiday pay for any holidays falling within this leave; also, this leave shall not be used in computing time for vacation, nor shall the employee be entitled to any other benefits provided in this agreement.

No employee on leave of absence shall engage in any other employment during this leave, unless authorized by the employer. Such employee may at his/her own cost and expense maintain his/her insurance program(s) with the Employer during a leave of absence without pay, provided payment is made within the proper time frames established by the Employer. If it is found that a leave is not actually being used for the purpose for which it is granted, the Employer may cancel the leave and direct the employee to return to work by giving written notice to the employee.

An employee who fails to return to duty within three (3) days of the completion or cancellation of a leave of absence, without reporting to the Employer or his representative, shall be subject to disciplinary action up to and including termination. Employees returning to work after such leave of absence shall be returned to their former positions provided that the former positions exists.

## **ARTICLE 37 - FAMILY MEDICAL LEAVE**

Employees may request and be granted time off without pay pursuant to the Family Medical Leave Act of 1993 and its amendments. Such time off without pay shall not exceed twelve (12) weeks in any twelve (12) month period. Leave under this provision shall be computed when the employee starts taking time off from employment. During such leave the employee shall continue to receive health care insurance as contained in this Agreement.

The Employer may require an employee to use accrued vacation or accumulated sick leave which shall be inclusive of the twelve weeks of Family Medical Leave. The Employer shall not require an employee who has forty (40) hours or less of vacation and accumulated sick leave to exhaust such time which are separate banks of accumulated time under this article.

## **ARTICLE 38 - OCCUPATIONAL INJURY LEAVE**

In the event an employee suffers a service connected injury while in the active discharge of duty, the employee shall receive his full pay not to exceed one hundred twenty (120) calendar days from the injury date provided the employee files for worker's compensation benefits. If an employee's claim is not filed or is disallowed by the Bureau of Workers' Compensation and/or Ohio Industrial Commission, then the Employer is entitled to reimbursement by that employee.

The time an employee is required to be absent from active duty due to a work incurred injury shall not be deducted from his or her accumulated sick leave time, unless the claim is disallowed or the employee fails to file a claim for temporary total disability payments. If the application for benefits is approved by the Bureau of Workers' Compensation, the dollar amount of Workers' Compensation benefits received during such period of disability in compensation for loss of wages shall be turned over to the Trumbull County Sheriff's Office Payroll Account as a reimbursement.

This Section shall only apply if the Employer continues to participate in the State of Ohio Bureau of Workers' Compensation fund.

At any time the Employer shall have the right to require the employee to have a physical exam by a physician that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the injury was duty related.

Any employee on injury leave shall not earn sick leave during this leave period, nor shall they be entitled to any holiday pay for any holidays falling within this leave, also, this leave shall not be used in computing time for vacation, nor shall the employee be entitled to or earn any other benefits provided in this Agreement. However an employee shall continue to earn seniority and longevity for the period of time described above provided the duration of injury leave is less than one (1) year.

An employee who sustains an on-the-job injury shall complete an injury report as required

by the Employer and may apply for worker's compensation. Within ten (10) days of the employee's submission to the Employer of the injury report, required medical documentation and the application for worker's compensation, the Employer or designee shall initiate the required forms for processing. The provision shall not negate the Employer's right to challenge any application for worker's compensation benefits.

#### **ARTICLE 39 - MILITARY LEAVE**

All bargaining unit members employed by the Sheriff who are members of the Ohio National Guard, the Ohio Military Reserves, the Ohio Naval Militia, or members of other reserve components of the Armed Forces of the United States are entitled to a leave of absence from their respective duties without loss of pay for such time they are in the military service, on field training or active duty, for periods not to exceed thirty-one (31) days in anyone calendar year, and not to exceed a maximum of one hundred seventy-six (176) working hours of paid leave.

The employee shall be required to submit to the Sheriff a copy of order or a statement from the appropriate military commander as evidence of military duty or training. Unless extenuating circumstances exist, beyond the control of the affected employee, notification should be given at least thirty (30) calendar days prior to the date on which such duty or training will commence, to allow for scheduling adjustments.

The period of time served on military training duty shall not be arbitrarily charged to vacation, sick leave, or other types of paid leave. The employee may, at their option, use vacation time or other paid leaves, for any military duty in excess of thirty-one (31) days in any calendar year or will be granted a military leave of absence without pay for such period in excess of the thirty-one (31) days.

Employee(s) returning to work after such leave of absence shall be returned to their former position(s) provided that such former position(s) exists.

Any employee on military leave shall not earn sick leave during this leave period, nor shall they be entitled to any holiday pay for any holidays falling within this leave, also, this leave shall not be used in computing time for vacation, nor shall the employee be entitled or earn any other benefits provided in this Agreement.

#### **ARTICLE 40 - JURY DUTY**

A. An employee who is required to serve as a juror in State or Federal Court will be granted leave for the time involved sitting as a juror and be reimbursed for the difference between the daily amount the employee receives for said jury service and their regular pay.

B. An employee who receives a jury duty summons must provide the Employer, as soon as possible or no later than ten (10) days before the employee must report for jury duty, a copy of the service of summons. A stamped jury slip must be turned into the Employer showing the time involved serving. These forms must be turned in by the end of the current pay period.

C. After receiving the employee's summons for jury duty, the Employer retains the discretion to assign the employee to the day shift and use a probationary employee to fill the employee's shift. If the afternoon and/or midnight shift employee is not assigned to the day shift by the Employer, such employees will have the choice to be excused either the night prior to or the morning he/she must report for jury duty, provided notice is given timely as set forth above. When the employee is not actually serving, he/she is to report to work.

#### **ARTICLE 41 - EMPLOYEE LIABILITY COVERAGE**

The Employer agrees to indemnify and defend from liability, through insurance or otherwise, any employee from actions arising out of the lawful performance of his/her sworn and/or official duties, pursuant to and to the extent provided in Chapter 2744 of the Ohio Revised Code.

In no event shall the Employer or its insurance carrier be required to provide legal representation or to pay any judgments where the employee acted outside the scope of his or her employment or official duties.

In no event shall the Employer or its insurance carrier be required to provide legal representation or to pay any judgments rendered against an employee as a result of a lawsuit where the employee was found to have engaged in wanton, malicious, or intentional misconduct.

#### **ARTICLE 42 - ACTING SUPERVISOR**

An employee who performs the duties and responsibilities of a supervisory position shall be compensated at the hourly rate of pay for the supervisory position for all full hours actually worked in that position.

#### **ARTICLE 43 - SERGEANT POSITION**

The parties recognize the establishment of the rank of Corrections Sergeant.

Sergeants duties are set forth in the job description prepared by the Employer. Sergeants are required to report to the Chief Deputy or his designee violations of the Employer's Policies, Procedures and Standards of Conduct by Corrections Officers. Sergeants will not be required to evaluate Corrections Officers but must report to the Jail Administrator or his designee factual information relating to Corrections Officers' performance. Sergeants will be selected from the rank of Corrections Officers and hired in accordance with the relative promotional provisions contained in this Agreement.

#### **ARTICLE 44 - SPECIAL SCHOOLING**

Employees of the Trumbull County Sheriff's Office required by the Employer to attend special schooling will be paid their regular rate of compensation but shall not exceed eight (8) hours per day, forty (40) hours per week.

#### **ARTICLE 45 - EMPLOYEE ASSISTANCE PLAN (EAP)**

The Employer agrees to attempt to rehabilitate employees who are first time drug and/or alcohol abusers and who seek assistance before violation of any rules, regulations or policies of the Employer. Employees will not be disciplined or discharged without first being offered the opportunity of receiving treatment for such abuse. If the-employee fails to properly and fully participate in and complete a treatment program approved by the Employer or after the completion of such-program, the employee is still abusing or resumes abusing such substances the employee shall be discharged.

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

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

#### **ARTICLE 46 - HEALTH AND SAFETY**

The Employer agrees to take reasonable-steps to maintain safe working conditions of all facilities, vehicles, and equipment furnished by the Employer to carry out the duties of each bargaining unit position. Employees shall report all unsafe working conditions to the Employer.

The Employer agrees to take reasonable steps to provide adequate first-aid equipment as it determines necessary.

Any employee involved in a use of deadly force or in a situation involving a death while in the performance of their duties shall have immediate access to a psychologist or psychiatrist for trauma counseling at no cost to the employee. The Employer shall assign the psychologist or psychiatrist of his choice. If the psychiatrist or psychologist in a case, of deadly force or in a situation involving a death while in the performance of their duties determines it is necessary for the employee to take time off from work up to three days shall not be charged to sick leave.

Employer shall make a reasonable effort, at Employer's expense, to approve annual training in amounts greater than that required by minimum state standards. Subject matter shall be approved by the Employer.

## **ARTICLE 47 - PERSONNEL FILES**

Employees shall have access to their individual personnel files for review during normal business hours. Employees shall be able to obtain a copy of any items included in his personnel file.

Should an employee upon review of his/her file come across material of a negative or derogatory nature, said employee may provide a written and signed comment in rebuttal, mitigation or explanation of said material, such comment shall remain in the employee's file so long as the negative material remains. All materials of a negative or derogatory nature that are more than thirty (30) months old shall not be considered for future disciplinary action. The Employer shall make every reasonable effort to provide copies of all materials of a negative or derogatory nature to the affected employee, prior to the material being placed in the employee's personnel file.

When an employee is charged with or is under investigation for contended violations of departmental rules and regulations, reasonable efforts consistent with applicable law shall be made to withhold publication of the employee's name and extent of the disciplinary action taken or contemplated until such time as a final inter-departmental ruling has been made and served on the employee.

## **ARTICLE 48 - DRUG TESTING**

Drug screening/testing may be conducted at times of pre-employment and upon reasonable suspicion by the Sheriff. In addition, the Sheriff will contract with a collection contractor to perform the periodic selection of employees from the employment pool (Corrections Officers) to be tested (random testing). This testing entity will ensure that all employees have an equal statistical likelihood of being selected for random testing.

Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceeding. Under no circumstances may the results of drug screening or testing be released to a third party. The following procedure shall not preclude the Employer from other administrative action.

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

Drug screening tests shall be given to employees to detect the illegal use of a controlled substance as defined in Sections 3719.01 and 4729.0.1 O.R.C. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by the gas chromatography-mass spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his choosing, at his expense. This test shall be given the same evidentiary value as the two previous tests.

Upon the findings of positive test results for an illegal controlled substance by the chemical

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

If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within two (2) years after his return to work upon completion of the program of rehabilitation, such employee shall be subject to termination of employment with no recourse to the Grievance Procedure. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the Employer. For the purpose of this Article, "periodic" shall mean not more than six (6) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use.

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

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

#### **ARTICLE 49 - TUITION REIMBURSEMENT**

The Employer will provide tuition reimbursement for college accredited courses, including graduate level courses, related to the employee's job duties as approved by the Employer, taken by employees covered under this Agreement, provided that the following conditions apply:

A. The tuition of three (3) courses per quarter or semester will be reimbursed as follows:

- (1) Upon obtaining a grade point average of 4.00 per quarter or semester up to a maximum of seventy-five percent (75%) of the total tuition.
- (2) Upon obtaining a grade point average of 3.00 per quarter or semester up to a maximum of fifty percent (50%) of the total tuition.
- (3) Upon obtaining a grade point average of 2.00 per quarter or semester up to a

maximum of twenty-five percent (25%) of the total tuition.

B. The employee must obtain a passing grade in each class in order to receive reimbursement and correspondence classes shall not be eligible for reimbursement.

## **ARTICLE 50 - SUSPENSION OF CONTRACT IN EMERGENCY**

### **SECTION 1**

In the event of any riot, civil disturbance, catastrophe, natural disaster, or other disastrous occurrence as determined by the Employer, all provisions of this Agreement may be suspended, except those provisions establishing rates of compensation.

### **SECTION 2**

Any disastrous or emergency event shall, however, be deemed to have ended no later than forty-five (45) days after the date of suspension of the Contract, or as soon as reasonably practicable.

### **SECTION 3**

Once such disastrous or emergency event has ceased, there shall be a grace period not to exceed fifteen (15) days in which all suspended terms of this Agreement shall be re-implemented.

## **ARTICLE 51 - APPLICATION OF STATE CIVIL SERVICE LAW**

Except for the conduct and grading of civil service examination, the rating of candidates, establishment of eligible lists from the examinations, and the original appointments from the eligible lists all of which are prohibited topics of bargaining under 4117 O.R.C. no Section of the Ohio Revised Code shall apply to employees in the bargaining units where such issue is addressed by an Article or Section of this Agreement. If the issue is not addressed by the Agreement, then state civil service laws apply.

It is fully 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 matters covered by this Labor Agreement. However, this Section is not intended to remove any bargaining unit employee from their classified civil service status.

## **ARTICLE 52 - CONFLICT AND AMENDMENT**

Should any provision or provisions of the Agreement be invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction or found to be in conflict With the state and federal laws, all other provisions of this Agreement shall remain in full force and effect.

Should any provision or provisions of the Agreement be invalidated as outlined above and upon written request by either party, the parties shall meet within thirty (30) days to discuss the impact and to consider modification of the invalidated provision or provisions.

This Agreement may not be amended during its term except by mutual agreement. Either party may propose an amendment or amendments by so certifying, in writing, to the other party. Negotiations on the proposed amendment or amendments shall commence within thirty (30) days of such notification. If no settlement is reached, the provisions of the Agreement shall remain in effect.

## **ARTICLE 53 - DURATION OF AGREEMENT**

### **SECTION 1**

This Agreement is effective from January 1, 2014 and shall remain in full force and effect until December 31, 2016.

### **SECTION 2**

If either party desires to renew, modify, or amend this Agreement, it shall give written notice of such intent no earlier than ninety (90) days prior to the expiration date, nor later than sixty (60) days prior to the expiration date of this Agreement, such notice shall be made by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

### **SECTION 3**

The parties acknowledged that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either party at the time they negotiated or signed this Agreement. This provision does not foreclose grievances based on past established practices by either party. This Article will not bar the parties from mutually agreeing, in writing, upon any subject of mutual interest.



**SIGNATURE PAGE**

Signed and dated at Warren, Trumbull County, Ohio, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**FOR THE EMPLOYER:**

  
Sheriff Thomas A. Altieri

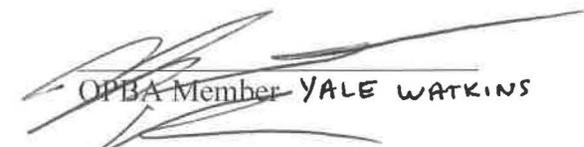
  
Commissioner Frank S. Fuda

  
Commissioner Daniel E. Polivka

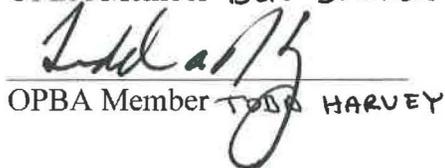
  
Commissioner Mauro Cantalamessa

**FOR THE OPBA:**

  
Max Rieker, Esq

  
OPBA Member YALE WATKINS

OPBA Member BEN BOWKER

  
OPBA Member TOM HARVEY

**AS TO FORM:**

  
Dennis Watkins, Trumbull County  
Prosecutor

