



02-09-15
14-MED-05-0794
0838-02
K33167

2015 Tentative Agreement Between
Co. Sheriff's Office and FOP/OLC, Inc. (Part-time Deputies & Corrections)

AGREEMENT

BY AND BETWEEN

**GALLIA COUNTY SHERIFF'S
OFFICE**

AND



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

Part-Time Deputies and Part-Time Corrections Officers

**EFFECTIVE JANUARY 1, 2015 THROUGH
DECEMBER 31, 2015**

ARTICLE 1 AGREEMENT

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

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

Section 1.2. Modification of Agreement: The express provisions of this Agreement may be changed only by mutual Agreement between the parties, reduced in writing, dated, and signed by the parties to this Agreement.

Section 1.3. Savings Clause: This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail.

Should any portion of the Agreement contained herein be declared invalid by operation of law or by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In addition, within twenty (20) calendar days following the effective date of such declaration of invalidity, the parties shall meet in an attempt to modify such provision to comply with the applicable law.

~~Section 1.4. Past Practice: The County and the Labor Council acknowledge that certain customs and practices presently exist with respect to the operation of the Sheriff's Office. When these customs and practices fall within Management Rights as set forth in Article 4 herein, then the County agrees not to unilaterally alter them without notice to the Labor Council when practicable.~~

~~When those customs and practices do not fall within Management Rights as set forth in Article 4 herein, then the County agrees not to alter them without prior notice to the Labor Council and a meeting of the Labor Management Committee to discuss these alterations should the Labor Council so request. If the proposed alteration violates any provision of this Agreement, then it is subject to the Grievance Procedure.~~

ARTICLE 1
For Gallia County Sheriff's Office

J. R. Burt

D. R. Rini

**For the Fraternal Order of Police,
Ohio Labor Council, Inc.**

Wayne Kader

Deputy

Date Signed: 8/19/14

~~Yours~~

**ARTICLE 2
RECOGNITION**

Section 2.1. Recognition: The Sheriff hereby recognizes the Fraternal Order of Police, Ohio Labor Council, as the sole and exclusive bargaining agent for the purpose of collective bargaining of all wages, hours, and other terms and conditions of employment for all employees that have been certified by the State Employment Relations Board in Case No. 2013-REP-09-0079 on May 1, 2014, including in the Certification was all Part-Time Deputies and Part-Time Correction Officers.

OPR J

[Handwritten scribble]

Section 2.2. Exclusions: All positions and classifications not specifically established herein as being included in a bargaining unit shall be excluded, ~~from currently established bargaining units.~~

DR M

Section 2.3. Coverage: All Articles of this Agreement shall cover both classifications within the certified bargaining unit unless otherwise excluded by the specific language within a specific Article.

Section 2.4. New Positions: In the event that a new position is created within the Sheriff's Office, the Sheriff shall determine whether the new position will be included in or excluded from the bargaining units and shall so advise the Labor Council. If there is any dispute as to the Sheriff's determination of bargaining unit status, the parties will meet to attempt to resolve their disagreement. If the parties agree on the determination, it shall be implemented. If the parties still do not agree, the Sheriff may implement such determination, subject to challenge by the Labor Council to the State Employment Relations Board.

[Handwritten scribble]

The Sheriff shall not attempt to abridge this Agreement by changing the rank structure or classification designation of any employee during the length of this Agreement with the purpose of eliminating such employees from the bargaining unit.

DR J

**ARTICLE 2
For Gallia County Sheriff's Office**

**For the Fraternal Order of Police,
Ohio Labor Council, Inc.**

James A. Brown

Jay Kader

Date Submitted: July 2, 2014

Date Signed: 10/8/14

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1. Management Rights: Except as specifically limited by this Agreement, the Employer reserves and retains the right and authority to determine matters of inherent managerial policy, which include but are not limited to, areas of discretion or policy such as:

- A. To determine the functions and programs of the Employer.
- B. To determine the standards of services to be delivered.
- C. To determine the overall budget.
- D. To determine how technology may be utilized to improve the Employer's operations.
- E. To determine the Employer's organizational structure.
- F. To direct, supervise, evaluate, or hire employees.
- G. To maintain and improve the efficiency and effectiveness of the Employer's operation.
- H. To determine the overall methods, process, means, or personnel by which the Employer's operations are to be conducted.
- I. To discipline, suspend, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees.
- J. To determine the adequacy of the work force.
- K. To determine the overall mission of the Office as a unit of government.
- L. To effectively manage the work force.
- M. To take actions necessary to carry out the mission of the Employer as a governmental unit.

ARTICLE 4
For Gallia County Sheriff's Office

**For the Fraternal Order of Police,
Ohio Labor Council, Inc.**

J. H. B...
D. P. ...

Dave Kader
Rep. ...

Date Signed: 8/19/14

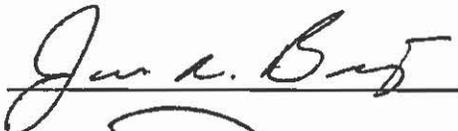
ARTICLE 5
NON-DISCRIMINATION

Section 5.1. **Discrimination:** Neither party will discriminate for or against any bargaining unit employee on the basis of age, sex, race, color, ancestry, religion, marital status, national origin, disability, military status, political affiliation, affiliation with or non-affiliation with the Labor Council.

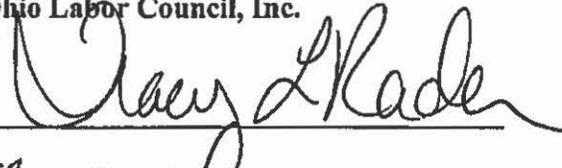
Section 5.2. **Gender:** Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine, or neuter genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders, it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 5
For Gallia County Sheriff's Office

**For the Fraternal Order of Police,
Ohio Labor Council, Inc.**









Date Signed: 8/19/14

ARTICLE 6
LABOR COUNCIL RELEASE TIME

three (3)

Section 6.1. Labor Council Representative: The Employer agrees to recognize ~~four (4)~~ ~~TWO (2)~~ ^{three (3)} employee Labor Council representatives, one (1) from each classification (~~and one (1) alternate from each classification~~), for the purpose of conducting Labor Council business as related to this Agreement. The chairman of the bargaining committee is the highest ranking official in the bargaining unit. The Chairman will be permitted time off as set forth below during the workweek to attend to Labor Council and Agreement matters within his capacity. During such service in this post, ~~the Labor Council official shall continue the Chairman's entitlement to wages, fringe benefits, seniority accrual, and all other benefits allowed a bargaining unit member as though the Chairman were at all times performing the Chairman's job related duties.~~

Section 6.2. Conditions of Release: ~~During such term in office, the Labor Council official shall continue to be required to report daily to the employee's supervisor at the employee's assigned shift starting time, and shall be required to apprise their supervisor of their whereabouts at all working times while performing the duties allowed by this Article. The bargaining committee chairman and/or alternate may be granted time off, with notice to the employee's supervisor, to attend Labor Council related activities which can only be performed during the employee's normal work hours. Any Labor Council activity which can reasonably be expected to be performed during non-work hours shall be performed during non-work hours.~~

Abuse of granted time off may be subject to disciplinary action.

Withholding of requested time off shall automatically extend any time limits affected by an equivalent period of time.

The Labor Council official will be required to drop or forego any of the activities allowed by this Article, upon the direction of the official's supervisor, for the purpose of assisting in emergency police work. But for an emergency situation sufficient time to perform Labor Council business shall not be unreasonably limited by the official's supervisor or the Employer, nor will the Labor Council official devote unnecessary ~~Employer paid time off~~ to these functions. None of the duties of the Labor Council official herein described may be conducted on Employer-paid overtime hours.

OK - DR J

In the absence of the highest ranking member of the bargaining unit, the designated alternate shall be entitled to all the privileges set out in this Section.

The Labor Council will notify the Employer, in writing, of the names of all representatives of the bargaining unit and any changes which may occur.

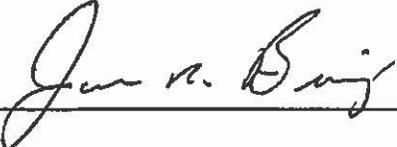
Section 6.3. Convention/Seminars: ^{OK - DR J} The Labor Council representative or designee shall be allowed one (1) day off with ~~PT~~ ^{PT} pay in order to attend the annual State Convention/Seminar. Such release time shall be requested seven (7) days in advance of the posting of the schedule in which the day involved occurs. The Sheriff shall not withhold permission for the utilization of release time hereunder except in the event of an emergency. The Sheriff may utilize FULL-

TIME, PART-TIME OR SEASONAL EMPLOYEES, AUXILIARY, voluntary, OR OTHER workers to cover such absences.

ARTICLE 6

For Gallia County Sheriff's Office

**For the Fraternal Order of Police,
Ohio Labor Council, Inc.**





Date Signed: 10-8-14

ARTICLE 7
NO STRIKE/NO LOCKOUT

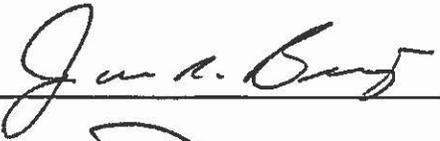
Section 7.1. No Strike: Inasmuch as this Agreement provides machinery for the orderly resolution of grievance, including resolution by an impartial third party, the Employer and the Labor Council recognize their mutual responsibility to provide for uninterrupted services to the citizens of Gallia County.

Therefore: The Labor Council agrees that neither it, its officers, agents, representatives, or any employees covered by this Agreement will authorize, instigate, cause, aid, condone, or participate in any strike or work stoppage for the duration of this Agreement, provided the Employer is not in violation of Section 7.2 of this Article. The Employer agrees to notify the Labor Council by telephone of any strike-related activity.

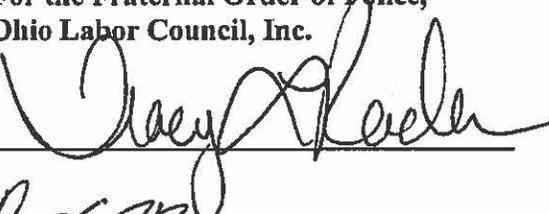
Section 7.2. No Lockout: The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Labor Council as a result of a Labor dispute with the Labor Council, provided the Labor Council members are not in violation of Section 7.1 of this Article.

ARTICLE 7
For Gallia County Sheriff's Office

**For the Fraternal Order of Police,
Ohio Labor Council, Inc.**









Date Signed: 8/19/14

JH
AGB
DET
DR

ARTICLE 8
GRIEVANCE PROCEDURE

Section 8.1. Purpose: The Employer, the Labor Council, and the bargaining units recognize that, in the interest of effective personnel management, a procedure is necessary whereby employees can be assured of a prompt, impartial, and fair processing of their grievances.

Every employee shall have the right to present a grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination, or reprisal.

It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 8.2. Grievance Defined: A grievance is any unresolved question or dispute regarding the wages, hours, or terms and conditions of employment of covered employees, including but not limited to, unresolved questions or disputes concerning the interpretation and application of this Agreement.

Section 8.3. Qualification: A grievance can be initiated by the Labor Council or any aggrieved bargaining unit member.

Section 8.4. Jurisdiction: Nothing in this Grievance Procedure shall deny employees any rights available at law to achieve redress of their Constitutional rights. However, the Grievance Procedure shall generally be considered the sole remedy.

Section 8.5. Representatives: DR 9-19-14
The Labor Council may designate not more than one (1) grievance representative ~~per shift~~. From among these grievance representatives, the Labor Council may appoint a Chairman. The Labor Council shall notify the Sheriff in writing of the names of the grievance representatives and the Grievance Chairman within thirty (30) days of their appointment.

The authorized functions of the Grievance Chairman, and a named alternate who shall serve as Grievance Chairman in the absence or unavailability of the Grievance Chairman, shall include the following:

- A. Representing the employee in investigating and processing grievances.
- B. Replacing a grievance representative who is absent or unavailable.
- C. General supervision and coordination of grievances in process on behalf of the Labor Council and of grievance representatives.
- D. Act as liaison between the Employer's representatives and the Labor Council on matters concerning grievances and this Agreement.

The Grievance Chairman shall be released from normal duties, upon approval of the Chairman's supervisor, to participate in the aforementioned duties without loss of pay or benefits, when such

duties can only be performed during his normal work hours, subject to limitations set forth in Article 6, Section 6.2. Such approval will not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal his grievance or have it heard.

JW
ATB
DRK
DR

The Grievance Chairman shall notify the Chairman's supervisor in advance of such duties.

Section 8.6. Administration of Grievances: The following procedures shall apply to the administration of all grievances filed under this procedure:

- A. All written grievances shall include: the name and position of the grievant, the identity of the provisions of this Agreement involved in the grievance, the time and place where the alleged events or condition giving rise to the grievance took place, and a general statement of the grievance and the redress sought by the grievant.
- B. Each decision shall be transmitted to the grievant in writing. All appeals shall be rendered in writing at each step of the Grievance Procedure.
- C. If a grievance affects a group of employees working in different assignments with different principals, or associated with an Employer-wide controversy, it may be submitted at Step 2, with all employees identified and bound by the outcome.
- D. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration and having said matter informally adjusted without the intervention of the Labor Council, provided that the adjustment is not inconsistent with the terms of this Agreement.
- E. A grievant has the discretion to be accompanied at all steps of the Grievance Procedure by a representative of the Labor Council, however, the Employer shall notify the grievance chairman and provide a copy of any grievance filed by a grievant who does not desire to be accompanied by a Labor Council representative. The Employer also recognizes that bargaining unit representatives shall have the opportunity to be present at any adjustment of the grievance.
- F. Witnesses for either party may be requested to attend any step of this procedure except the informal step. If the witness is an on-duty employee, such employee may be called without loss of pay.

Section 8.7. Time Limits: Grievances shall be processed as expeditiously as possible. The number of days indicated at each step in the procedure shall be calendar days and shall be the maximum.

If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on a basis of the disposition at that step and further appeal shall be barred.

Failure at any step of these procedures to communicate the Administration's decision on a grievance within the specified time limits shall cause the grievance to automatically proceed to the next step.

JM AFB
DRK
DR

Section 8.8. Grievance Procedure:

A. Informal Procedure: An employee having an individual grievance will first attempt to resolve it informally with their immediate supervisor. Such attempt at informal resolution shall be made by the employee within fourteen (14) calendar days following the events or circumstances giving rise to the grievance having occurred or within fourteen (14) calendar days of when the events or circumstances should have become known to the employee. Grievances brought to the attention of the supervisor (except as otherwise provided herein) beyond the fourteen (14) calendar day limit shall not be considered. At this step, there is no requirement that the grievance be submitted or responded to in writing. If a supervisor grants a grievance at verbal levels, written acknowledgment of granting such grievance must be furnished. If the employee is not satisfied with the oral response from the immediate supervisor, which shall be given within fourteen (14) calendar days of the submission of the grievance at this step, the grievant ~~the grievant~~ may pursue the formal steps which follow. Before a grievance and proposed solution are placed in writing pursuant to Step 2, such grievance shall be screened by the Grievance Chairman, or appropriate alternate, if the employee intends to use Labor Council representation in the procedure.

B. Formal Procedure:

Step 1 Sheriff

1. Should the employee not be satisfied with the informal answer, within ten (10) calendar days thereafter, the employee may appeal the grievance to Step 1 by delivering a copy of the grievance form and any pertinent documents to the office of the Sheriff. The Sheriff or representative shall date the form, accurately showing the date the office received the form.
2. Within ~~fourteen (14)~~ ~~ten (10)~~ calendar days of his receipt of the grievance form, the Sheriff, (or designated representative for this purpose, shall investigate the grievance and shall schedule and conduct a meeting to discuss the grievance with the Grievance Chairman and the employee. The employee may bring the appropriate grievance representative(s) to the meeting. The Sheriff and the employee may bring any appropriate witnesses.
3. In the meeting called for at this Step, the Sheriffs or representative designated for this purpose shall hear a full explanation of the grievance and the material facts relating thereof.
4. Within ~~fourteen (14)~~ ~~ten (10)~~ calendar days of the meeting in this Step, the Sheriff shall submit to the Grievance Chairman and the employee his written response to the grievance.

JM
AJB
DR
DR

Step 2 Arbitration

If the grievant is not satisfied with the disposition of the grievance at Step 1, the Labor Council may request a hearing before an arbitrator by providing the Employer a notice to arbitrate. The notice request for arbitration shall be made within thirty (30) calendar days following either the receipt of the disposition of the grievance or the lapse of time in which the disposition should have been received under Step 1, whichever occurs first.

Within twenty-one (21) calendar days of the request for arbitration, the parties will request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators (Ohio Only) and, within twenty-one (21) calendar days of receipt of the list, will choose one (1) by the alternate striking method.

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

The arbitrator shall confine himself to the issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not submitted to him.

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 nonarbitrable or beyond the arbitrator's jurisdiction. 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 fees and expenses of the arbitrator and the cost of the hearing room, if any, will be split by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

An employee requested to appear at the arbitration hearing by either party and whose presence is necessary shall attend without the necessity of subpoena. Any request made by either party for the attendance of the witnesses shall be made in good faith.

The arbitrator's decision and award will be in writing and delivered as soon as possible from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties, except as is reviewable by provisions of the Ohio Revised Code.

Section 8.9. Miscellaneous:

A. ~~In the event the Labor Council determines, at any level of the Grievance Procedure, that a grievance should not be carried further, the grievant may continue the procedure on his own.~~

A member may file and process a grievance without the Labor Council up through the Sheriff's step only.

AJB
DR

- B. Any employee may withdraw a grievance at any point by submitting, in writing, a statement to the effect, or by permitting the time requirements at any Step to lapse without further appeal.
- C. No employee may be represented in this Grievance Procedure by any union organization other than the Fraternal Order of Police, Ohio Labor Council, Inc., or its affiliates.
- D. No records, documents, or communications concerning a grievance shall be placed in the personnel file solely because an employee participated in this procedure.
- E. The forms for processing grievances shall be made available through the Sheriff's Office and the Labor Council.

ARTICLE 8

For Gallia County Sheriff's Office

**For the Fraternal Order of Police,
Ohio Labor Council, Inc.**

Jack Burt

James Wade

D. R. ...

[Signature]

Wendy Kark

Date Submitted: July 2, 2014

Revised and submitted: September 19, 2014

Date Signed: 9-19-14

AJB
DR

ARTICLE 9
DISCIPLINE AND INVESTIGATIONS

Section 9.1. Internal Investigations:

- A. Any employee who is to be questioned as a suspect in any investigation where criminal charges may result shall be advised of their Constitutional rights in accordance with the law.
- B. Before an employee may be charged with insubordination for failure to answer questions or for failure to participate in an investigation, the employee shall be advised that such conduct, if continued, may be the basis for such a charge. During interviews where an action of record may occur, if an employee desires, the employee shall be given a reasonable opportunity to be represented by appropriate Labor Council representative and/or an attorney before being required to answer questions.

- C. Any interrogation, questioning, or interviewing of an employee will be conducted at hours reasonably related to the employee's shift, preferable during, or immediately after his working hours, unless the situation dictates otherwise.

Interrogation sessions shall be for reasonable periods of time, and ~~reasonable~~ rest periods and attendance to other physical necessities shall be allowed during such questioning.

reasonable TR
9-14-14

- D. Either party may tape record any internal interview with the consent of the other party. If a taping of an internal interview occurs, an accurate copy of said tape shall be supplied to the non-taping party.
- E. When any anonymous complaint is made against an employee, the Sheriff or his designee may investigate, and if there is no corroborative evidence, the complaint shall be classified as unfounded and no action will be taken.

- F. Any employee, who is charged with violating Office rules and regulations will be provided access to transcripts, reports, records, lists, written statements, and tapes pertinent to the case at the time the employee receives notice of the charges.

- G. Any employee who has been under investigation shall be informed, in writing, of the outcome of the case at the conclusion of the investigation. All investigations, except those concerning criminal charges, shall be completed within ~~sixty (60)~~ workdays of the filing of the complaint. The parties may mutually agree to extensions in ten (10) day blocks of time.

nindy
day
DR
9-14-14

work
day

- H. The employee shall be informed of the nature of the investigation prior to questioning. At any time an investigation concerning an employee occurs wherein disciplinary action of record (suspension, reduction, or removal) will or may result, the employee will be notified when first questioned that such result is possible.

DR FIVE
JH

- I. The Sheriff shall not, in the course of an investigation, obtain evidence through the use of threats or coercion. The Sheriff or his designee shall advise the Bargaining Unit member that any refusal to answer questions after being ordered to do so will lead to additional charges of insubordination with appropriate related discipline.
- J. The Employer will not use a polygraph machine or other mechanical or chemical means to investigate the truth of statements made by employees without the written consent of the member.
- K. Any person wanting to file a complaint against an employee shall be required to reduce the complaint to writing and sign and date the complaint. The Employer shall inform the complainant that any complaint that is filed, and after investigation found to be untruthful, shall be forwarded to the employee, who has the right to seek appropriate legal remedies.

Section 9.2. Disciplinary Procedure:

- A. No employee shall be disciplined except for just cause.
- B. Except in instances where the employee is found guilty of gross misconduct, the Employer shall apply discipline in a progressive, corrective, and uniform matter. Normal progressive discipline for the same or similar incidents shall consist of an oral warning, written reprimand, short term suspension, and either a long term suspension, **demotion** or discharge.
- C. The Employer may take corrective action deemed necessary by the circumstances on a case-by-case basis.
- D. The Employer agrees not to suspend, demote, or discharge an employee without first conducting a hearing. This hearing is to be held between the Employer, its representative, the employee, and a Labor Council representative, if the employee so desires. The employee will receive a written statement or charges prior to the hearing. Hearings, where practical, shall be conducted at hours reasonably related to the employee's shift, such as during, immediately before, or immediately after working hours, except where the situation dictates otherwise. If possible, an employee shall be given at least twenty-four (24) hours' notice before a written reprimand is to be given.
- E. Written reprimands, suspensions or discharges are subject to the Grievance Procedure and such grievances shall begin at the formal level. However, oral and written reprimands shall not be appealable to arbitration. When an oral reprimand is used as a basis for further discipline, such reprimand is considered reopened and subject to the Grievance Procedure.
- F. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

ARTICLE 9
For Gallia County Sheriff's Office

**For the Fraternal Order of Police,
Ohio Labor Council, Inc.**

Jack Burt

Wacey Rader

D. Ross

[Signature]

Denise Kall

Date Submitted: July 2, 2014
Revised and Resubmitted: September 19, 2014

Date Signed: 9-19-14

ARTICLE 10
PERSONNEL FILE

Section 10.1. Personnel File: There may be only one (1) official personnel file maintained by the Employer:

A. Every employee shall be allowed to review his personnel file at any reasonable time upon written request. An employee may also authorize his attorney or O.L.C. staff representative to review the personnel file. Such request shall be made to the Sheriff and review of the file shall be made in the presence of the Sheriff or his designated representative.

Except for supervisory and administrative personnel with legitimate need to know and administrative agencies or courts of competent jurisdiction which have subpoenaed them, personnel files shall not be made available for review by anyone except as required by law.

B. Any employee may copy documents in his file. The Employer may levy a charge for such copying, which shall bear a reasonable relationship to actual cost.

C. If, upon examining the personnel file, an employee has reason to believe that there are inaccuracies in documents contained therein, the employee may write a memorandum to the Sheriff explaining the alleged inaccuracy. If the Sheriff concurs with the employee's contentions, the Sheriff shall make a notation stating his agreement that the document is faulty and attach said notation to the document. If the Sheriff disagrees with the employee's contention, he shall attach the employee's memorandum to the document in the file and note thereon his disagreement with the memorandum's contents.

D. Any employee's signature on a document shall mean he has seen the document and not that he agrees with its content unless it is so stated on the document.

E. Records of written reprimands shall cease to have force and effect or be considered in future discipline matters fifteen (15) months after their effective date, providing there are no intervening disciplinary actions taken during that time period.

Any record of discipline more serious than a written reprimand of any other kind shall cease to have force and effect thirty (30) months from the date of issuance, providing there are no intervening disciplinary actions taken during that time period. Outdated discipline records shall, upon the request of the employee, be removed from the personnel file and placed in an inactive file.

F. The parties hereby agree that this Article shall be applied in compliance with ORC 149.43, the Ohio Public Records law.

ARTICLE 10
For Gallia County Sheriff's Office

**For the Fraternal Order of Police,
Ohio Labor Council, Inc.**

James B. [Signature]

[Signature]

[Signature]

Dennis Kael

Date Submitted: July 2, 2014
Resubmitted: September 19, 2014

Date Signed: 9-19-14

ARTICLE 11
LABOR-MANAGEMENT MEETINGS

Section 11.1. Meetings: In the interest of sound Labor-management relations, the Labor Council and the Employer will meet at agreeable dates and times for the purpose of discussing those matters outlined in Section 11.2 below. Normally, meetings held within this Article will be once every six (6) months unless matters of urgent nature require additional meetings. No more than two (2) employee representatives of the Labor Council, three (3) representatives of the County, and one (1) non-employee representative of the two (2) ~~units~~ **PARTIES** shall be permitted to attend such meetings.

Section 11.2. Agenda: The party requesting the meeting shall furnish an agenda and the names of the employees who will be attending, with the request for the meeting. Subjects that may be discussed at these meetings shall include but not be limited to the items listed below:

- A. Discuss the administration of this Agreement.
- B. Notify the Labor Council of changes made by the Employer which may affect bargaining unit members.
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Give the Labor Council representative the opportunity to share the view of its members and/or make suggestions on subjects of interest to its members.
- F. Discuss ways to improve efficiency and work performance.
- G. Consider and discuss health, safety, and training matters.

Section 11.3. Attendance/Reports: Labor Council employee representatives attending Labor-Management meetings shall not suffer a loss in pay for hours spent in such meetings, if held during the employee's regularly scheduled hours of work.

Written responses promised by the Employer representative during such meetings to items raised by the Labor Council representatives will be submitted to the top Labor Council representative who attended such meeting within two (2) weeks after such meeting, unless the parties mutually agree to a time extension. The Labor Council may submit a written report as a result of such meetings.

ARTICLE 11
For Gallia County Sheriff's Office

**For the Fraternal Order of Police,
Ohio Labor Council, Inc.**

James R. Burt
D. R. [Signature]

James L. Keeler
[Signature]

Date Signed: 8/19/14

ARTICLE 12 **LAYOFF AND RECALL**

Section 12.1. Seniority List: For purposes of this article, office seniority means an employee's length of total accumulated service with the Employer. For purposes of this article, classification seniority shall mean the total period of service in a classification. A office and classification seniority list for the bargaining units shall be kept by the Employer and shall be updated as necessary. A copy shall be available for inspection in a location designated by the Sheriff.

Section 12.2. Layoff Notification: When the Employer determines that a lay off or job abolishment is necessary due to lack of work or lack of funds, the Sheriff will notify the affected employees at least fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. The Employer, upon request from the Labor Council, agrees to discuss, with representatives of the Labor Council, the impact of the layoff on bargaining unit employees.

Section 12.3. Layoff: The Employer shall determine in which classification layoffs will occur. For purposes of this article, classifications shall be part-time deputies and part-time corrections. The Employer will first request volunteers for the layoff within the classification chosen for a period of seven (7) calendar days. If after seven (7) calendar days the need for layoff still exists, the Employer will layoff within each classification in the following order:

1. Employees serving a probationary period will be laid off first.
2. Employees who, in the twenty-four (24) months prior to the date of layoff notice, worked less than twenty (20) hours average per week in the classification will be laid off second in order of number of hours worked in that period.
3. Employees who, in the twenty-four (24) months prior to the date of layoff notice, worked more than twenty (20) hours average per week in the classification will be laid off third in order of office seniority.
4. All remaining employees will be laid off in order of office seniority.
5. This Article is to be read consistently with any collective bargaining agreement then in effect between the FOP/OLC, Inc. or other exclusive representative and the Employer for full-time sergeants and deputies, including investigators, corrections and road patrol, requiring that all part-time employees, except those assigned to the Work Release Center, be laid off before full-time bargaining unit employees.

Any employee who is laid off shall have the right to displace another part-time employee with less classification seniority and is working in the same classification.

All temporary, intermittent or seasonal employees, except those assigned to the work release center, shall be laid off prior to any bargaining unit employees, and in no case shall such non-bargaining unit employees be used in such a manner as to affect a functional layoff by denying bargaining unit member work to bargaining unit members. Any gender requirements mandated by the State, pertaining to jail staffing, can be considered in layoff determinations.

Section 12.4. Recall: When employees are laid off, the Employer shall create a recall list. The Employer shall recall employees from layoff as needed. The Employer shall recall such employees in the reverse order in which they were laid off. An employee shall be eligible for recall for a period of twelve (12) months after the effective date of the layoff.

When the Employer recalls persons from the list, they shall be recalled to their previous classification, but not necessarily to the shift on which they were working when laid off.

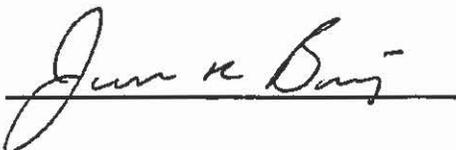
Section 12.5. Recall Notification: Notice of recall shall be sent to the employee, by certified mail, with a copy to the Labor Council. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last address provided by the employee.

All members of the bargaining units with recall rights must be given the right to reinstatement before any temporary, intermittent, part-time, or seasonal or new employees may be hired or rehired or recalled in the Office.

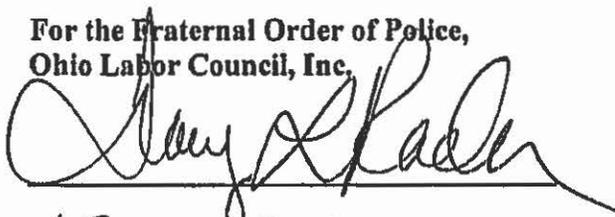
Section 12.6. Time Limits: The recalled employee shall have seven (7) calendar days following the date of mailing of the recall notice to notify the Employer of the intention to return to work. The employee shall have up to fifteen (15) calendar days following the date of the Employer's notification to the employee in which to report for duty, unless a later date for returning to work is otherwise specified in the notice.

Section 12.7. Probationary Period: Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at layoff shall be required to finish such probationary period.

ARTICLE 12
For Gallia County Sheriff's Office



**For the Fraternal Order of Police,
Ohio Labor Council, Inc.**



Dennis Karr

Date Signed: 10-30, 2014

ARTICLE 13
RULES AND REGULATIONS

Section 13.1. Rules, Regulations, and Orders: The Employer agrees that rules, regulations, and orders of the Sheriff's Office shall be furnished to all members of the bargaining units in written form, within ninety (90) days of the effective date of this Agreement.

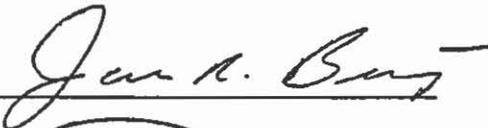
To the extent possible, the Sheriff agrees that amendments to orders, rules, or regulations shall be posted (with a copy provided to the Labor Council representative) in written form seven (7) days in advance of their implementation. The Labor Council or any members of the bargaining unit may, within three (3) days of the posting, request a meeting of the Labor-Management Committee to seek clarification or to present alternative viewpoints with respect to such amendments.

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

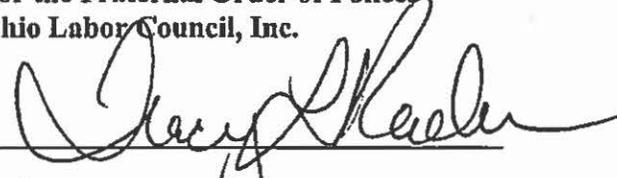
Nothing contained in this Article shall be construed in any manner as a limitation of the Employer's right to alter its work rules, policies, or directives.

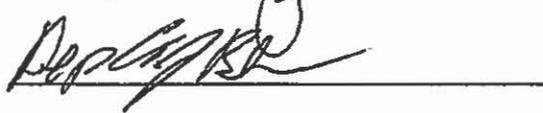
ARTICLE 13
For Gallia County Sheriff's Office

**For the Fraternal Order of Police,
Ohio Labor Council, Inc.**









Date Signed: 5/19/14

DA
AJB
DRK

ARTICLE 14
SAFETY AND EQUIPMENT

Section 14.1. Safety Policy: The Employer agrees to furnish and to maintain in safe condition all tools, facilities, vehicles, equipment, and supplies he reasonably deems necessary to safely carry out the duties of each Office position, but reserves the right to determine what those facilities, vehicles, and equipment shall be. Employees are responsible for reporting to the Employer any unsafe conditions or practice and for properly using and caring for all tools and equipment furnished by the Employer.

Section 14.2. Training: The Sheriff agrees to provide materials, equipment, and training for all covered employees in such degrees as is required by law or the Sheriff as a condition of employment, **except for corrections basic training.** The Employer will provide, at no cost to the employee, adequate rounds of ammunition to be used for in-service firing qualification.

Section 14.3. Expenses incurred for meals while on official Employer-required training will be reimbursed at maximum cost of thirty-one dollars (\$31.00) per day with the proper submission of all required receipts and with the approval of the Employer.

An employee is eligible for such reimbursement only when training has been required by the Employer, and when travel extends through a normal meal period. If a meal(s) is furnished with the training, seminar, conference, etc., (excluding a continental breakfast, box lunches), no reimbursement will be provided for that meal. The Employer will not reimburse the employee for any gratuities paid.

Expenses for necessary lodging expenses will be reimbursed not to exceed the single room rate established for the conference or event, or as otherwise approved in advance by the Sheriff or designee.

Section 14.4. Vehicle Assignment: ~~Vehicles are assigned at the Sheriff (or designee) discretion. Bargaining unit employees who are currently assigned a vehicle and are permitted to drive the vehicle to and from their residences shall be required to maintain both the interior and exterior cleanliness of the vehicle. The employee shall also maintain the vehicle in an area that can be accessible for Sheriff's office usage at anytime. No member shall lose their vehicle privileges without just cause. However, the FOP agrees that if the Employer purchases new technology (such as MDT/CPD laptop computers or vehicle locator systems or other expensive systems), and cannot afford to equip all of the vehicles, then the Employer will no longer be required to abide by this provision. However, if cruisers continue to be assigned on a reduced basis, they shall be provided to members on a classified seniority basis.~~

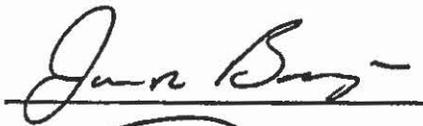
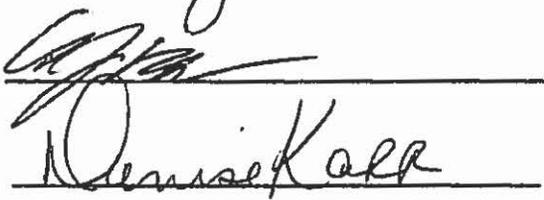
Section 14.5. Lunch Periods: Each employee of the bargaining unit, when working a shift of eight (8) hours or more consecutive hours, shall be granted a one-half (1/2) hour meal period during ~~each regular work~~ the shift as their workload permits. Those employees required to remain on duty and on call during their meal period shall have the meal period considered as part of their standard workday schedule. Employees confined inside shall be provided facilities to heat or keep their meals cold.

Section 14.6. Safety and Jail Equipment: Jail monitors shall be maintained at current levels and Correction Officers covered by this Agreement will be provided with a portable radio to use in cell areas. The Employer shall provide light weight soft body armor vests for all sworn peace officer employees requesting the vests. The parties agree that the Employer may require those employees that have requested a vest to wear them. The Employer shall also replace body armor at such time the vests are no longer serviceable as provided in the manufacturer's specifications.

ARTICLE 14

For Gallia County Sheriff's Office

**For the Fraternal Order of Police,
Ohio Labor Council, Inc.**

 _____	 _____
 _____	 _____
_____	_____
_____	_____

Date Submitted: July 2, 2014
Revised and submitted: September 19, 2014

Date Signed: 9-19-14

HOLIDAY
7-2-14

**ARTICLE 15
HOURS OF WORK/OVERTIME**

Scheduled

Scheduled

Section 15.1. Purpose: This Article is intended to define the hours of work per day and hours of work per week in effect at the time of execution of this Agreement. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

"Ordinary"

"Six (6) to"

Section 15.2. Workday/Workweek: For those members assigned to an eight (8) hours work shift, a workday shall consist of eight (8) consecutive work hours during a scheduled work shift. Except to accommodate change of shifts or days off, a workweek shall normally consist of five (5) workdays followed by two (2) consecutive days off. For those members assigned to ten (10) hour work shifts, a workday shall consist of ten (10) consecutive work hours during a scheduled work shift. Except to accommodate change of shifts or days off, a workweek shall normally consist of four (4) workdays followed by three (3) consecutive days off. [The workweek shall be computed between 12:01 a.m. on Saturday of each calendar week and 12 o'clock midnight the following Friday.] The Employer normally will not change an employee's schedule once it has been posted.

"If a member is ordinarily scheduled to work five (5) days per week, the employer will endeavor to schedule the member two consecutive days off per week."

Section 15.3. Overtime: When an employee is required to work in excess of forty (40) hours in a week, as defined above, he shall be paid overtime pay for such time over forty (40) hours in one (1) week at one and one-half (1½) times his regular hourly rate of pay.

Time worked on the first or second consecutive regular days off due to work schedules being changed at the request of the employee or trading days off by mutual consent of employees, or time worked as a result of changing shifts where there is a continuous twenty-four (24) hour per day operation and/or a continuous seven (7) day per week operation, is not subject to premium rates. Traded days off should be attempted to be scheduled and completed within the same pay period. "There shall be no trading of shifts that results in Overtime pay."

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

"Actually works"

The words "hours worked" as used in this Agreement shall include all hours during which the member is on paid status. However, if a member is scheduled to work mandatory overtime (either a double back or double shift) and subsequently calls in sick for one of the two shifts, the sick leave hours used shall not be considered as hours worked for the computation of overtime.

Section 15.4. Call-In Part: "Call-in" occurs when a supervisor specifically requests an employee to return to work after completion of his regular schedule, but before he is scheduled to return to work.

two (2)

When an employee is called in, he shall be paid for each hour worked, with a three (3) hour minimum. If applicable, the employee shall be paid at the employee's overtime rate of pay for the time worked.

~~As an inducement for investigators receiving and answering pages and/or telephone calls from the Sheriff, his designee, supervisors and/or to answer questions regarding investigations during non working hours, the Sheriff agrees to an annual lump sum payment of two hundred dollars (\$200.00). The said payment shall occur on the first pay period in January of each year.~~

Section 15.5. Court Time: For each appearance, while off duty, an employee shall be paid for each hour in court, with a two (2) hour minimum. If applicable, the employee shall be paid at the overtime hourly rate.

Section 15.6. Overtime Opportunities:

A. The Employer shall rotate overtime opportunities among qualified full-time employees who normally perform the work that is being assigned. The Employer shall post and maintain an overtime roster. This roster shall include a list of employees eligible for such overtime and an updated total of hours worked and hours refused by each employee.

Employees who show up for scheduled overtime shall receive one and one-half (1 1/2) times their regular rate of pay for actual hours worked. Errors in the distribution of overtime opportunities shall be corrected at the next opportunity for overtime.

B. An employee who refuses an overtime assignment shall be credited with the amount of overtime refused. Refusal of such overtime opportunities must be by the affected employee or the employee's spouse.

C. If, after the list has been totally exhausted and the proper manpower has not been obtained to fill the scheduled overtime detail, the Employer shall fill the remaining manpower requirements for the overtime detail by mandatory assignment of the least senior member in each classification. However, no member will be required to work more than sixteen (16) consecutive hours nor required to work more than twelve (12) hours of total overtime during the pay period. (Investigators are exempt from the provisions of Article 15.6)

D. The overtime list shall be available for review by the three (3) member employees who have been identified as the Labor Council representatives.

Section 15.7. Compensatory Time Option: The parties recognize that compensatory time (comp time) is a form of payment for overtime. Time will accumulate at the rate of one and one-half (1½) hours for each overtime hour worked.

When an employee works overtime, the employee, at his option, may choose whether to take comp time or receive overtime pay.

Members may accumulate up to a maximum of one hundred twenty (120) hours of compensatory time.

Comp time hours may be taken in multiples of two (2) hours and will require the prior approval of the Sheriff or his designee. Such approval shall not be unreasonably denied.

Unused comp time shall be paid at the current rate of pay and may be paid within the calendar year of accrual, based on Office budgeting constraints. Unused comp time may be carried over from year-to-year.

Upon separation from service for any reason, employees shall be paid at their current rate of pay for all accumulated hours of comp time. When an employee dies while in paid status in the County service, any unused comp time to his credit shall be paid in a lump sum to the surviving spouse or to the estate of the deceased.

Section 15.8. Extra Duty — Special Duty: Any organization or agency which contacts the Employer seeking deputies for extra duty or special duty shall pay the employee at the following rates per hour. Effective upon ratification of this Agreement, extra duty per hour rates for non-profit and governmental agencies (e.g., fair board, schools, festivals, etc.) shall be \$17.00 for 2010; shall be \$17.25 for 2011; and shall be \$17.50 for 2012. Extra duty rates for for-profit and non-government shall be paid at the top step overtime rate for Road Patrol Deputies. Deputies on such assignments shall be considered to be on-duty. A separate extra duty-special duty roster shall be established for this section. The standard procedures regarding overtime assignments and equalization shall be followed. This section shall not prohibit auxiliary deputies from working when no regular deputies are available. Current practices regarding special enforcement contracts shall be continued for the duration of this Agreement.

Section 15.9. Schedule Selection: The Employer shall endeavor to provide non-probationary bargaining unit employees a measure of stability in their lives by assigning each to a shift for a period of six (6) months. Positions on each shift will be posted by the Employer on March 1 and September 1, and employees will be permitted to choose their shift preference by classification seniority. Within the shift assignments, the Employer shall determine the days off available for the employees. Within the shift and division assignments, bargaining unit employees shall be permitted to bid on days off based on seniority. Such request shall not be unreasonably denied. Classification seniority shall mean the total uninterrupted period of service in a classification. However, if an employee previously held a position in a higher classification, and the employee was reduced in rank involuntarily (ie. through a layoff, job abolishment or demotion), the employee shall also receive credit for all time spent in the higher classification. The shifts posted in March shall go into effect during the first week of April and the shifts posted in September shall go into effect during the first week of October. The shift preferences of employees, in the order of their classification seniority, shall be arbitrable under the grievance procedure set forth in this collective bargaining Agreement. The courthouse security position shall not be exempt from this provision.

If a job vacancy occurs on a shift in the bargaining unit, it will be offered first to the most senior qualified individual, continuing in order of seniority to the least senior qualified individual, who may be assigned involuntarily.

Section 15.10. Reserve Officers: Reserve officers may only be used in the replacement of scheduled time off, and elsewhere as provided for in this Agreement.

Section 15.11. Unless unusual circumstances prohibit, the work schedule for the bargaining unit members will be posted at least seven (7) days prior to the implementation of the schedule.

Also, if changes in the posted work schedule become necessary, the effected members will be notified of such changes as far in advance as possible.

For the Employer

John R. Burg

For the Union

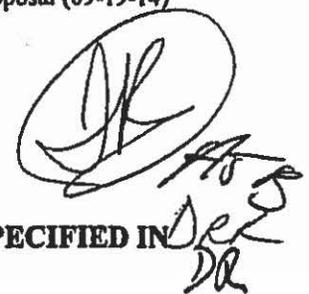
Joey A. Kador

[Signature]

Quense Karr

Date: 10-30-2014

ARTICLE 17
HOLIDAYS



Handwritten signature and initials, possibly 'DR' and 'JES', in the upper right corner.

Section 17.1 Holidays

A. The following are designated as paid holidays **WHICH ARE PAID AS SPECIFIED IN THIS ARTICLE:**

New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25

B. The enumerated holiday shall fall on the calendar days listed above or as declared by the appropriate governmental body, or in the absence of such declaration, as declared by the Sheriff.

Section 17.2. Holiday Overtime:

- A. ~~If an employee does not work on the holiday [redacted] the employee shall receive either eight (8) hours straight time pay for the holiday, or another day off, at the discretion of the employee. However, if an employee fails to use their time or receive pay for the holiday during the first ten (10) months of the year, the Sheriff reserves the right to pay straight time for the holiday~~
- B. ~~If an employee works New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day or Christmas, they shall receive triple time for all hours worked on the holiday, or time and one-half (1.5) plus another day and a half off, at the employee's discretion. However, if an employee fails to use their time or receive pay during the first ten (10) months of the year, the Sheriff reserves the right to pay for the time for the holiday. **EMPLOYEES WHO WORK ON A RECOGNIZED HOLIDAY WILL RECEIVE COMPENSATION AT TIME AND ONE-HALF (1½) HIS OR HER USUAL RATE OF PAY FOR ACTUAL AUTHORIZED WORK IN ADDITION TO THEIR REGULAR HOLIDAY PAY.**~~
- C. ~~Employees who do not work on the holiday will receive their rate of pay equal to their regularly scheduled hourly work shift.~~

ARTICLE 17

For Gallia County Sheriff's Office

**For the Fraternal Order of Police,
Ohio Labor Council, Inc.**

James B. ...

Wayne Kalk

Don ...

...

Wenuse Kalk

Date Signed: 9-19-14

ARTICLE 18
VACATION

Section 18.1. Amount of Vacation: Employees covered by this Agreement shall be entitled to vacation in accordance with the following schedule:

YEARS OF SERVICE

ANNUAL LEAVE

~~Less than 1 year
1 through 7 years
8 through 14 years
15 through 21 years
22 years and up~~

~~0*
1 hour for each 26 hours worked
1 hour for each 17 hours worked
1 hour for each 13 hours worked
1 hour for each 10 hours worked~~

AFTER 1 YEAR OF SERVICE

0.03875 HOURS TIMES THE NUMBER OF HOURS WORKED BY THE BARGAINING UNIT MEMBER, UP TO EIGHTY (80) HOURS, IN EACH BI-WEEKLY PAY PERIOD.

AFTER 8 YEARS OF SERVICE

0.0575 HOURS TIMES THE NUMBER OF HOURS WORKED BY THE BARGAINING UNIT MEMBER, UP TO EIGHTY (80) HOURS, IN EACH BI-WEEKLY PAY PERIOD.

AFTER 15 YEARS OF SERVICE

0.0775 HOURS TIMES THE NUMBER OF HOURS WORKED BY THE BARGAINING UNIT MEMBER, UP TO EIGHTY (80) HOURS, IN EACH BI-WEEKLY PAY PERIOD.

AFTER 25 YEARS OF SERVICE

0.09625 HOURS TIMES THE NUMBER OF HOURS WORKED BY THE BARGAINING UNIT MEMBER, UP TO EIGHTY (80) HOURS, IN EACH BI-WEEKLY PAY PERIOD.

ADDITIONAL VACATION LEAVE IS NOT ACCRUED THROUGH THE ACCUMULATION OF PAID OVERTIME.

~~* Employees shall accrue vacation at the 1 thru 7 years rate but can not use it until the start of their 2nd year.~~

~~Annual leave accrues to employees during the course of each year at the following rate for each biweekly pay period:~~

~~ANNUAL LEAVE~~

~~CREDIT PER BIWEEKLY PAY PERIOD~~

~~2 weeks~~

~~3.1 hours~~

3 weeks	4.6 hours
4 weeks	6.2 hours
5 weeks	7.7 hours

All vacation pay in accordance with the above schedule shall be paid at the employee's regularly scheduled rate of pay.

Section 18.2. Vacation Eligibility: Vacation scheduling shall be arranged with the prior approval of the Sheriff or his designee. Insofar as practicable, vacation time off shall be granted at the times most desired by each employee, with the order of preference being determined on the basis of classification seniority as follows:

- A. Vacations are scheduled in accordance with the workload requirements of the Employer. All time off requests shall be submitted in writing and shall be responded to in a timely manner. Vacation requests submitted between January 1 and January 31 of each year of five (5) or more consecutive working days shall be given first priority and will be granted based upon classification seniority. Vacation requests of less than five (5) or more consecutive days made by January 31 of each year will be granted based upon classification seniority. Vacation requests received after the January 31 date and submitted more than thirty (30) days in the advance of the requested date will be granted, based upon workload requirements and classification seniority. Vacation requests submitted less than thirty (30) days of the requested date will be granted, based on workload requirements and on a first come-first served basis. If two (2) or more bargaining unit employees in the same work unit submit their request on the same day, the determining factor will be seniority. The parties recognize that the Employer has the authority to determine the number of employees that may be on vacation leave at any given time, however, vacation leaves will be granted at times most desired by employees provided the workload is not adversely affected. The schedules for the calendar year will be posted and the vacation selections will be posted as they are approved.

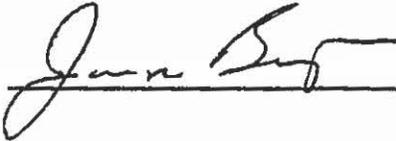
Section 18.3. Additional Considerations:

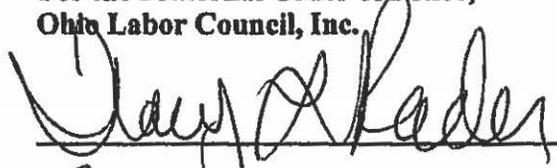
- A. ~~Any member who is to be separated from employment through removal, resignation, retirement, or layoff, and who has unused vacation leave to his credit, shall be paid in a lump sum for such unused vacation leave in lieu of granting such employee a vacation leave after his last day of service with the County. However, in the case where a member is removed by the Employer, no compensation will be given for a period of time in which the member's conduct is proven to have caused the removal.~~
- B. ~~When an employee dies while in paid status during County employment, any unused vacation leave to his credit shall be paid in a lump sum to the surviving spouse or to the estate of the deceased.~~
- C. ~~Regularly scheduled annual vacation shall take precedence over casual vacation time.~~

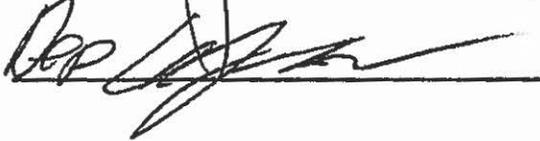
D.A. Vacation days must be taken in full shift increments.

ARTICLE 18
For Gallia County Sheriff's Office

**For the Fraternal Order of Police,
Ohio Labor Council, Inc.**







Date Signed: 10-8-14

ARTICLE 19
PERSONAL DAYS

*may
reject*

Section 19.1. Personal Days: After one (1) year of service, employees shall have one (1) personal days awarded January 1st. After two (2) years of service, Employees shall have two (2) personal days awarded January 1st. After three (3) years of service Employees shall have three (3) personal days awarded January 1st of each year. Personal days must be used in the same calendar year as awarded.

All personal days must be approved and will be granted based on available staffing provided the employee requests the personal day no less than one (1) hour prior to the start of the work shift.

[Handwritten signature]

DR 10-8-17

ARTICLE 19
For Gallia County Sheriff's Office

**For the Fraternal Order of Police,
Ohio Labor Council, Inc.**

Date Submitted: July 2, 2014

Date Signed: _____

ARTICLE 20
CLOTHING ALLOWANCE

"
to the extent it is
applicable to the
employee's job duties."

Section 20.1. Allowance: The Employer shall furnish ~~the~~ basic uniform for all employees required to wear same according to the schedule in Section 20.4. All uniforms purchased by the Employer remain the property of the Employer and must be turned in when separated from employment.

Uniform items not accounted for shall be replaced at the employee's expense. Failure to do so shall result in the value of the uniform items not accounted for being withheld from the employee's separation pay.

~~Employees who are assigned to duty which does not require the wearing of a uniform will be given a clothing allowance in January of each year in the amount of six hundred twenty-five dollars (\$625.00). Any clothing purchased under this allowance must be approved by the Sheriff.~~

~~All bargaining unit members shall receive a maintenance allowance of two hundred fifty dollars (\$250.00) in January of each year.~~

Section 20.2. Repair or Replacement of Uniforms: The Employer shall repair or replace all uniform items damaged or destroyed in the line of duty so long as the damage is not due to the employee's negligence. Cleaning of uniforms shall be the responsibility of the employees.

Section 20.3. Repair or Replacement of Personal Items: The Employer shall replace or repair the following personal items damaged or destroyed in the line of duty so long as the damage is not due to the employee's negligence:

- Eyeglasses – replacement cost.
- Watches – replacement cost

Section 20.4. Schedule:

	<u>Deputy</u>	<u>Corrections</u>
TROUSERS	2	2
SHIRTS - W	2	2
SHIRTS - S	2	2
TIES	1	1
JACKET - W	1	1
HAT - W	1	
RAINCOAT	1	
HAT BADGE	1	
BREAST BADGE	1	
COLLAR BRASS	1 set	
NAMEPLATE	1	

WHISTLE	1	
WHISTLE CHAIN	1	
HANDCUFFS	1	
PROTECTIVE VEST	1	
SHOES	1 pair	1 pair

ARTICLE 20
For Gallia County Sheriff's Office

**For the Fraternal Order of Police,
Ohio Labor Council, Inc**

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

Date Submitted: July 2, 2014

Date Signed: 10-30-2014

ARTICLE 21
LEAVES

Section 21.1. Sick Leave: Sick leave may be requested for the following reasons:

- A. Illness of the employee or illness of the employee's immediate family that requires the employee's presence.
- B. Exposure of an employee or a member of the employee's immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.
- C. Medical, dental, or optical examinations or treatment of an employee.
- D. Childbirth and/or related medical conditions.
- E. Injury of the employee.

An employee requesting sick leave shall cause notification to his immediate supervisor or other designated person of the facts and the reason two (2) hours prior to the time the employee is scheduled to report to work on each day of absence, unless other arrangements have been made with the supervisor or the employee is unable to report. The Employer may require an employee to furnish a signed statement to justify the use of sick leave.

Upon the employee's request, vacation leave may be used as sick leave after sick leave is exhausted. Employees who have exhausted sick leave and vacation leave may, at the discretion of the Employer, be granted an unpaid personal leave of absence, not to exceed six (6) months.

FOR EACH COMPLETED HOUR IN ACTIVE PAY STATUS, AN EMPLOYEE EARNS .0575 HOURS OF SICK LEAVE. FOR PURPOSE OF THIS CALCULATION ONLY, ACTIVE PAY STATUS IS DEFINED AS HOURS WORKED OR ON PAID VACATION.

~~For each completed eighty (80) hours in active pay status, an employee earns 4.6 hours of sick leave. (Active pay status shall be defined as hours worked, hours on approved paid leave, and on paid sick leave.) The amount of sick leave time any one employee can accrue is unlimited. Sick leave shall be charged in minimum units of one (1) hour. Employees absent on sick leave shall be paid at the regular rate.~~

~~Employees who transfer between departments or agencies or from other public employment, or who are reappointed or reinstated within ten (10) years of prior public service employment, will be credited with unused balance of sick leave. All employees will be eligible for payment of sick leave at time of retirement up to a maximum of thirty (30) days. When an employee passes away while in active employment, the surviving spouse or the estate of the deceased will be eligible to receive sick leave payment for which the decedent would otherwise have qualified.~~

For purposes of this Section regarding sick leave, immediate family is defined as: spouse, child, mother, father, foster parent or guardian, current mother-in-law, current father-in-law, or any dependent person living in the same household on a continuous basis.

Any employee fraudulently obtaining sick leave, or anyone found falsifying sick leave records, shall be subject to disciplinary action in accordance with the provisions of this agreement. Altering a physician's certificate or falsification of a written signed statement may be grounds for immediate dismissal. The Office retains the right to investigate any employee's absence.

All employees, the Union, and the Employer recognize that abuse or misuse of sick leave is of mutual concern and that all parties recognize their responsibility to use sick leave only for legitimate uses.

Sick leave abuse/pattern of abuse or misuse of sick leave is the use of sick leave for any purpose other than that for which it was intended or provided.

Consistent periods of sick leave usage may indicate a pattern of abuse, for example, but not limited to:

1. Before or after holidays without a doctor's excuse.
2. Before or after vacation/weekends or scheduled days off without a doctor's excuse.
3. Continued long term pattern of using sick leave without doctor's excuse or medical justification.
4. Absence following overtime/off-duty assignments without a doctor's excuse.
5. Three (3) or more incidents of usage within any sixty (60) day calendar period without medical documentation. An incident of sick time use in any single block of time for which sick leave was utilized.
6. Fraudulent use of sick leave documents/altering physician's statements.
7. Other facts which may demonstrate abuse/misuse.

Employees who use more than thirty percent (30%) of their annual sick leave may be subject to evaluation by the Office, including complete physical and psychological examinations by medical personnel chosen and paid for by the Office. Such examinations which fail to substantiate the excessive use of sick leave may result in appropriate Office action, including suspension or termination. The Employer reserves the right to terminate the employment of an individual who is unable to perform the duties of his/her position.

Anytime the Employer believes an employee may be abusing or misusing sick time, they will notify the employee in writing. If the employee continues the actions of abuse or misuse, the Employer will schedule a meeting with the employee and discuss the problems. The Employer

reserves the right to have an employee undergo a medical examination, at the Employer's cost, by a physician of the Employer's choosing.

When sick leave abuse and/or misuse is substantiated, the Employer may initiate corrective action pursuant to the provisions of this Agreement.

Section 21.2. Funeral Leave:

DR
if the employee was scheduled to work

IN THE EVENT THAT A DEATH IN THE MEMBER'S IMMEDIATE FAMILY, HE/SHE WILL BE EXCUSED FROM WORK AND BE PAID AT THEIR BASE RATE OF PAY FOR UP TO THREE (3) WORKING DAYS. IMMEDIATE FAMILY MEANS HUSBAND, WIFE, CHILD, PARENT, PARENT-IN-LAW, BROTHER, SISTER, AND GRANDPARENT. THE ABSENCES WILL BE DEDUCTED FROM THE MEMBER'S SICK LEAVE BALANCE OR BE UNPAID IF THERE IS INSUFFICIENT SICK LEAVE BALANCE.

"preceding the death"

"Consecutive"

~~A. Employees shall be entitled to one (1) day off with pay not chargeable to accumulated sick leave. Sick leave may be taken up to two (2) days. For purposes of this paragraph regarding funeral leave, immediate family is defined as: grandchildren, brother-in-law, sister-in-law or any dependent person living in the same household on a continuous basis.~~

DR

~~B. Employees shall be entitled to up to three (3) days off with pay not chargeable to sick leave for the death of the employee's mother, father, brother, sister, child, or spouse.~~

Section 21.3. Military Leave:

A. All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service as defined in Chapter 5903 of the Ohio Revised Code on field training or active duty for up to twenty-two (22) eight (8) hour workdays in any one (1) calendar year. The maximum numbers of hours for which payment can be made in any one (1) calendar year is one hundred seventy-six (176) hours. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one (1) continuous period of time.

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

~~A. the difference between the employer's gross monthly wage or salary and the sum of the employee's gross military pay and allowances received that month;~~

B. ~~five hundred dollars (\$500.00).~~

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

Section 21.4. Leave of Absence:

A. Family and Medical Leave: **EMPLOYEES WILL BE GRANTED FAMILY MEDICAL LEAVE CONSISTENT WITH THE PROVISIONS OF THE FAMILY MEDICAL LEAVE ACT ("FMLA") OF 1993 AS AMENDED.** ~~Unpaid Family and Medical leave may be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has worked at least 1250 hours during the previous twelve (12) months. The leave may be granted for a period up to twelve (12) weeks for the following reasons:~~

- ~~1. To care for his/her own serious health condition;~~
- ~~2. To care for his/her spouse, child or parent with a serious health condition;~~
- ~~3. Because of the birth, adoption or foster placement of a child.~~

~~A serious health condition is defined as an illness, injury, impairment or physical or mental condition which involves inpatient care of three (3) days or more in a hospital, hospice or residential care facility, or continuing treatment of at least two (2) or more visits or supervision by a health care provider.~~

~~The employee's available paid leave (sick leave and vacation) may be used and would be included in the twelve (12) week total. The employee must provide thirty (30) days' advance written notice to use Family and Medical leave, or as much notice as is practicable. The employee shall provide a certification of condition from the health care provider, or a certification of adoption or foster care placement, whichever is applicable. An employee who exhausts available paid leave and Family and Medical leave may apply for a disability leave.~~

B. Disability Leave: ~~A physically or mentally incapacitated employee who has completed his/her probationary period may request in writing an unpaid disability leave. A disability leave may be granted for a period up to six (6) months provided the employee furnishes satisfactory medical proof of such disability with the written requests, and the disability leave can be extended for another six (6) months by the Employer upon the written request of the employee and with satisfactory medical proof for the extension, and the employee if:~~

- ~~1. Hospitalized or institutionalized;~~
- ~~2. On a period of convalescence following hospitalization authorized by a physician at the hospital or institution;~~

~~3. Declared incapacitated for the performances of the duties of his/her position by a licensed physician designated by the Employer.~~

~~It is the employee's responsibility to request a disability leave since leave is not granted automatically when an employee's sick leave has expired.~~

~~When an employee is ready to return to work, he shall furnish a statement by a physician releasing the employee to perform the duties of his/her position.~~

~~The Employer may require an employee to be examined by a licensed physician designated by the Employer, at the Employer's expense. An employee found unable to physically or mentally perform the duties of his/her position by such physician shall be placed on disability leave.~~

~~C. Education/Personal Leave: The Employer may grant a leave of absence to any employee for a maximum period of twelve (12) months for education reasons or for personal reasons of the employee. Such leave may be renewed at the discretion of the Employer.~~

~~D. Rules Regarding Unpaid Leave: The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.~~

~~The granting of a leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer thirty (30) days prior to the requested commencement of the desired leave.~~

~~Upon completion of a leave of absence, the employee is to be returned to the rank level formerly occupied.~~

~~An employee may return to work before the scheduled expiration of leave is requested by the employee in writing and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved leave of absence, such employee shall be considered to have resigned his/her position, unless an employee has provided proof of extenuating circumstances which are accepted by the Employer.~~

Section 21.5. Special Leaves:

~~A. Jury Duty Leave: An employee, while serving upon a jury in any court of record, will be paid at his regular salary for each of his work days during the period of time so served. Time so served shall be deemed active and continuous for all purposes.~~

~~Any fees received for such duty shall be remitted to the Employer.~~

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

~~Section 21.6. Injury Leave: Any employee who is disabled because of an injury suffered in the active performance of law enforcement activities on behalf of the Sheriff, shall receive paid injury leave for absences due to the injury after the first three (3) days, for which sick leave shall apply. If determined to be bona fide injury leave, such sick leave shall be reimbursed to the employee's account.~~

~~Examples of the active performance of law enforcement duties are: Officer responding to an emergency call or in pursuit of a subject, Officer checking a suspicious vehicle, incident or issuing a citation is injured by any means would be covered by injury leave. Officer walking across the parking lot falls and injures himself would not be eligible for injury leave. Officer checking a business falls and injures himself would be eligible for injury leave. Injuries resulting from horse play or gross negligence are not grounds for injury leave.~~

~~Injury leave shall be available during a period of 120 calendar days from the date of the injury. After 120 calendar days from the date of injury, absences due to such injury shall be charged to sick leave.~~

~~An employee requesting injury leave shall, upon request by the Sheriff, submit to an examination by the County physician who shall determine the extent of the disability.~~

~~Granting of injury leave is contingent upon the employee filing for Worker's Compensation and reimbursing the County with benefits received for lost wages for any time for which paid injury leave was provided. Reimbursement shall not exceed the amount paid as injury leave pay.~~

~~The Employer, at his sole discretion, may require that an employee whom requests injury leave will apply to BWC for medical benefits only, and not lost income benefits.~~

~~The Employer, at his sole discretion, may extend injury leave beyond ninety (90) workdays for the employee.~~

~~Any disputes regarding injury leave shall be submitted according to Article 8; Grievance Procedure, of this Collective Bargaining Agreement.~~

ARTICLE 21
For Gallia County Sheriff's Office

Jan 25

**For the Fraternal Order of Police,
Ohio Labor Council, Inc.**

Wayne Kader
[Signature]

Date Signed: 10-8-14

10/8/14

ARTICLE 22
WORK OUT OF CLASSIFICATION

"expressly" DR
"ordered" DR

Section 22.1. Higher Classification Work: Any employee who is temporarily required to perform at a higher classification position and performs the responsibilities of the higher classification position for more than two (2) consecutive hours shall be paid at a rate of compensation equal to that normally paid for the higher classification position of all hours worked in the higher classification position during that work day. **IF THE SHERIFF OR SHERIFF'S DESIGNEE DETERMINES THAT AN EMPLOYEE HAS NOT ADEQUATELY DISCHARGED THE DUTIES OF AN OIC, THE SHERIFF MAY DISCIPLINE THE EMPLOYEE AS PER ARTICLE 9 OF THIS AGREEMENT.** ~~Unless otherwise designated by the Sheriff at his sole discretion, the most senior deputy on that shift shall assume OIC duties.~~ DR

ARTICLE 22
For Gallia County Sheriff's Office

**For the Fraternal Order of Police,
Ohio Labor Council, Inc.**

John B...

James Kader

[Signature]
Denise Karr

Date Signed: 10-30-2014

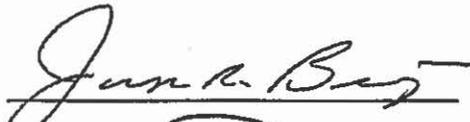
ARTICLE 23
COPIES OF AGREEMENT

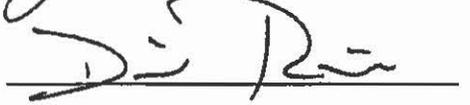
Section 23.1. Copies: The Employer will provide three (3) original copies of this Agreement within thirty (30) days from the date this Agreement is ratified by both parties.

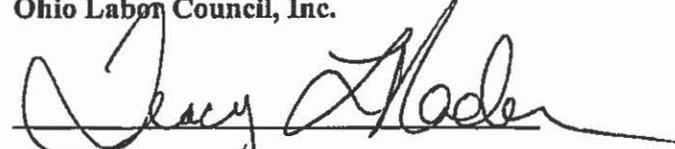
Section 23.2. The FOP will provide each employee with one (1) copy of this Agreement, and ten (10) copies to the Employer within thirty (30) days of the signing of this Agreement.

ARTICLE 23
For Gallia County Sheriff's Office

**For the Fraternal Order of Police,
Ohio Labor Council, Inc.**









Date Signed: 8/19/14

ARTICLE 24
MISCELLANEOUS ECONOMIC

Section 24.1. Expenses Reimbursement: The Employer shall reimburse employees for all reasonable job-related expenses, including meals, while working on assigned special details. The employees must submit necessary receipts along with the request for payment. ~~Meals shall be reimbursed under the same provisions as found in Section 14.2.~~

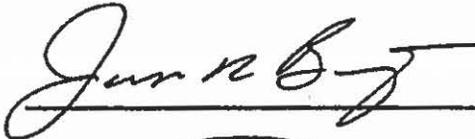
Section 24.2. Return of Equipment: Upon separation or death of a bargaining unit member, whichever is applicable, no ~~unused comp time, vacation, or sick leave~~ PAYOUTS will be paid until all County-owned property and uniforms are returned.

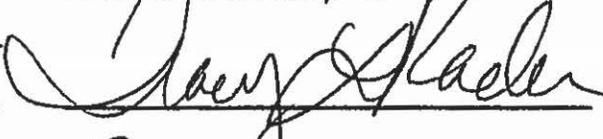
Each employee shall be furnished a list of items they must return which will be updated as necessary.

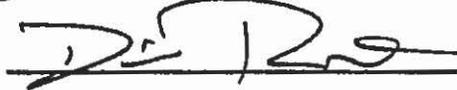
ARTICLE 24

For Gallia County Sheriff's Office

**For the Fraternal Order of Police,
Ohio Labor Council, Inc.**

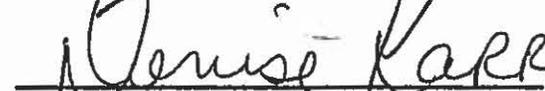












Date Signed: 9-19-14

ARTICLE 25
WAIVER IN CASE OF EMERGENCY

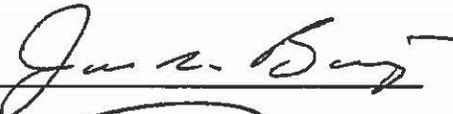
Section 25.1. Waiver: In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Gallia County Sheriff, the Federal or State legislature, or where acts of God affect the safety and health of the citizens of Gallia County, the following conditions of this Agreement shall automatically be suspended:

- A. Time limits for Management's or the Union's replies on grievances.
- B. All work rules and/or agreements and practices relating to the assignment of all employees.

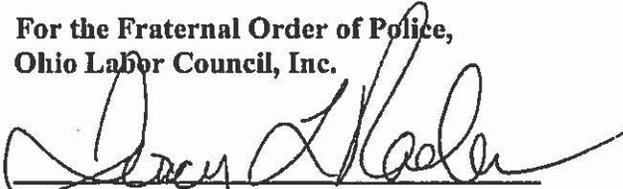
Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the Grievance Procedure, and shall proceed from the point in the Grievance Procedure to which they (the grievance[s]) had properly progressed.

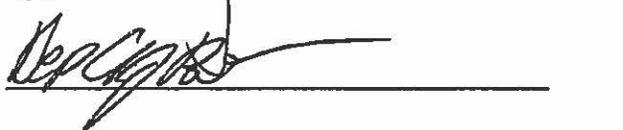
ARTICLE 26
For Gallia County Sheriff's Office

**For the Fraternal Order of Police,
Ohio Labor Council, Inc.**









Date Signed: 8/19/14

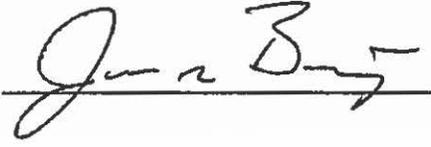
ARTICLE 27
NATIONAL POLICE MEMORIAL DAY

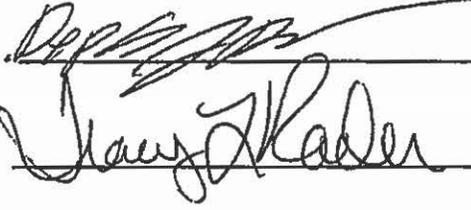
- (DR) (DR)
- A. One employee from each division who elects to attend National Police Memorial Day ceremonies at the Ohio Police Officers Academy, or any other site approved by the Sheriff may attend ~~while on duty~~. If more than one employee from any division requests to attend the ceremonies, the most senior member shall be granted. However, the Sheriff may grant additional requests based on operational requirements.
 - B. Employees who are not on duty during scheduled ceremonies and elect to attend may change their work shift in order to attend scheduled ceremonies as long as they provide a minimum of three (3) days prior notice to the Sheriff.
 - C. ~~Employees who attend National Police Memorial Day ceremonies shall be considered on duty and will be compensated accordingly.~~

"Bargaining Unit Employee who chose to attend ~~will~~ will not be paid unless ordered to attend." (DR)

ARTICLE 27
For Gallia County Sheriff's Office

**For the Fraternal Order of Police,
Ohio Labor Council, Inc.**





Date Submitted: July 2, 2014

Date Signed: 10-8-14

ARTICLE 31
POLITICAL ACTIVITY

The Employer shall not promulgate rules governing political activity that are more restrictive than applicable law.

ARTICLE 31
For Gallia County Sheriff's Office

**For the Fraternal Order of Police,
Ohio Labor Council, Inc.**

Jan Buz

Wendy Koble

Di Ross

[Signature]

Denise Kapp

Date Submitted: July 2, 2014

Date Signed: 8-21-14

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") sets forth the Agreement of the Employer, Gallia County Sheriff, ("Employer"), and the union, Fraternal Order of Police, Ohio Labor Council, Inc., ("FOP") relating to the commencement date of any collective bargaining agreement between the parties regarding the unit of Part-Time Deputies and Part-Time Corrections Officers certified in SERB No. 2013-Rep-09-0079.

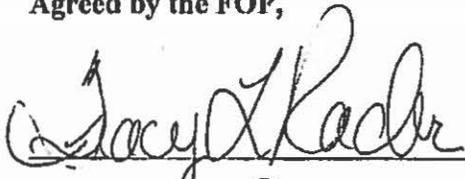
Whereas, on or about May 1, 2014, the State Employment Relations Board ("SERB") certified the FOP as the exclusive representative of the employees in the described bargaining unit, and

Whereas, the employer appealed SERB's decision to the Franklin County Court of Common Pleas in case number 14CVF-005215 and that case remains pending, and

Whereas, on or about June 19, 2014, the Court denied the Employer's Motion to Stay negotiations pending its appeal of the SERB decision, and in denying the Employer's Motion stated: "Similarly, this Court again finds that negotiating a collective bargaining agreement would not result in an unusual hardship in this case that [sic] that good faith bargaining would permit Appellant to insist (and the Court would expect Appellee FOP to agree) that any collective bargaining agreement be conditional upon the FOP prevailing in this appeal."

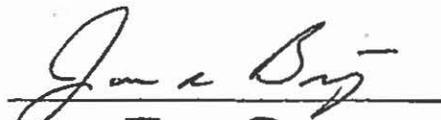
NOW THEREFORE, the parties hereby agree that any collective bargaining agreement between the parties is conditioned upon the FOP prevailing in the Employer's appeal concerning SERB's decision.

Agreed by the FOP,



Name: Tracy RADER (date) 7-2-14

Agreed by the Employer,



Name: Joseph R Brown (date) 7/2/14

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") sets forth the Agreement of the Employer, Gallia County Sheriff, ("Employer"), and the union, Fraternal Order of Police, Ohio Labor Council, Inc., ("FOP") relating to the commencement date of any collective bargaining agreement between the parties regarding the unit of Part-Time Deputies and Part-Time Corrections Officers certified in SERB No. 2013-Rep-09-0079.

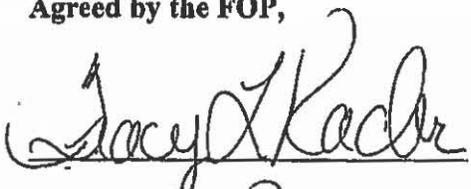
Whereas, on or about May 1, 2014, the State Employment Relations Board ("SERB") certified the FOP as the exclusive representative of the employees in the described bargaining unit, and

Whereas, the employer appealed SERB's decision to the Franklin County Court of Common Pleas in case number 14CVF-005215 and that case remains pending, and

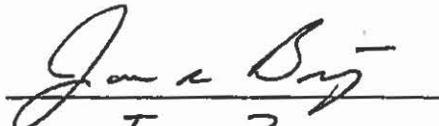
Whereas, on or about June 19, 2014, the Court denied the Employer's Motion to Stay negotiations pending its appeal of the SERB decision, and in denying the Employer's Motion stated: "Similarly, this Court again finds that negotiating a collective bargaining agreement would not result in an unusual hardship in this case that [sic] that good faith bargaining would permit Appellant to insist (and the Court would expect Appellee FOP to agree) that any collective bargaining agreement be conditional upon the FOP prevailing in this appeal."

NOW THEREFORE, the parties hereby agree that any collective bargaining agreement between the parties is conditioned upon the FOP prevailing in the Employer's appeal concerning SERB's decision.

Agreed by the FOP,


Name: Tracy RADER (date) 7-2-14

Agreed by the Employer,


Name: Joseph R Berman (date) 7/2/14