02-08-16
1345-02
14-MED-09-1078
K33139

AGREEMENT

BETWEEN THE

LICKING COUNTY SHERIFF'S OFFICE

AND THE

TEAMSTERS LOCAL UNION NO. 637

COMMUNICATIONS

EFFECTIVE JANUARY 1, 2015 THROUGH DECEMBER 31, 2017

SERB CASE NO. 14-MED-09-1078

TABLE OF CONTENTS

ARTICLE 1	AGREEMENT	1
ARTICLE 2	PURPOSE	1
ARTICLE 3	CONFLICT, AMENDMENT, PRACTICE, AND SEVERABILITY	1
ARTICLE 4	GRAMMAR	2
ARTICLE 5	MANAGEMENT RIGHTS	2
ARTICLE 6	UNION RECOGNITION	3
ARTICLE 7	DUES DEDUCTION	3
ARTICLE 8	NO STRIKE/NO LOCKOUT	5
ARTICLE 9	LABOR/MANAGEMENT COMMITTEE	5
ARTICLE 10	GRIEVANCE PROCEDURE	6
ARTICLE 11	CORRECTIVE ACTION	10
ARTICLE 12	DEPARTMENTAL RULES	11
ARTICLE 13	INTERNAL REVIEW PROCEDURES	12
ARTICLE 14	PERSONNEL RECORDS	12
ARTICLE 15	PERFORMANCE EVALUATIONS	13
ARTICLE 16	FILLING OF POSITION	13
ARTICLE 17	SHIFT ASSIGNMENTS	14
ARTICLE 18	PROBATIONARY PERIODS	15
ARTICLE 19	LAYOFF AND RECALL	16
ARTICLE 20	SENIORITY	17
ARTICLE 21	WAGES AND MISCELLANEOUS	18
ARTICLE 22	PERS PICK-UP UTILIZING SALARY REDUCTION METHOD	19
ARTICLE 23	LONGEVITY	20
ARTICLE 24	SHIFT DIFFERENTIAL	20
ARTICLE 25	MEDICAL INSURANCE	20
ARTICLE 26	PROFESSIONAL LIABILITY INSURANCE	21
ARTICLE 27	MEALS	22
ARTICLE 28	VEHICLES	22
ARTICLE 29	HOURS OF WORK AND OVERTIME	22
ARTICLE 30	SICK LEAVE	24
ARTICLE 31	SICK LEAVE CONVERSION	26
ARTICLE 32	FUNERAL LEAVE	26

ARTICLE 33 VACATION 27
ARTICLE 34 HOLIDAYS 29
ARTICLE 35 PERSONAL DAYS 30
ARTICLE 36 LEAVES OF ABSENCE 31
ARTICLE 37 DISABILITY LEAVE OF ABSENCE 32
ARTICLE 38 EDUCATIONAL COURSES OR TRAINING 32
ARTICLE 39 UNION TIME 33
ARTICLE 40 MILITARY LEAVE 33
ARTICLE 41 BULLETIN BOARDS 33
ARTICLE 42 BALLOT BOXES 34
ARTICLE 43 WAIVER OF NEGOTIATION 34
ARTICLE 44 MEDICAL EXAMINATION 35
ARTICLE 45 INJURY LEAVE SUPPLEMENT 36
ARTICLE 46 NEGOTIATION LEAVE 37
ARTICLE 47 UNIFORMS AND ALLOWANCE 37
ARTICLE 49 DURATION OF AGREEMENT AND EXECUTION 38

ARTICLE 1 AGREEMENT

This Agreement is made and entered into at Newark, Ohio effective the first day of January, 2012, by and between the Licking County Sheriff's Office, hereinafter referred to as the "Employer", the Licking County Board of County Commissioners, hereinafter referred to as the "County", and the Teamsters Local 637, hereinafter referred to as the "Union", the representatives of the employees of the bargaining units hereinafter referred to as "members" or "employees."

ARTICLE 2 PURPOSE

Section 2.1 The parties' purpose in entering into this Agreement is to establish wages, hours, terms and other conditions of employment for bargaining unit employees as set forth in this Agreement, and this Agreement is also made for the purpose of promoting cooperation and harmonious labor relations between the County, members of the bargaining units, and the Union.

ARTICLE 3 CONFLICT, AMENDMENT, PRACTICE, AND SEVERABILITY

Section 3.1 Conformity This Agreement is meant to conform to, and should be interpreted in conformation with the Constitution of the United States, the Constitution of the State of Ohio, and all applicable federal and state laws and regulations. Should any provision or provisions of the Agreement be invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect.

This Article shall not be interpreted to add substantively to any other section of this Agreement or to specifically incorporate into this Agreement any matter not otherwise covered herein.

In the event of invalidation of any portions of the Agreement by a court of competent jurisdiction, and upon written request of either party, the parties to this Agreement shall meet at mutually convenient times in an attempt to modify the invalidated provisions by good faith negotiations.

Amendments and modifications of the Agreement may only be made by mutual written agreement of the parties to this Agreement, subject to ratification by the bargaining unit and County Commissioners.

Section 3.2 Application of Civil Service Law Except as expressly otherwise provided in this Agreement, or specifically excepted from the scope of collective bargaining by the provisions of Revised Code Chapter 4117, no section of the civil service laws contained in Revised Code Chapter 124 and the Administrative Code shall apply to employees in the bargaining units. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining units.

ARTICLE 4 GRAMMAR

Section 4.1 Words, whether in the masculine, feminine or neutral 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 not to be interpreted to be discriminatory by reason of sex.

ARTICLE 5 MANAGEMENT RIGHTS

Section 5.1 Rights of Management The Union recognizes and accepts the right and authority of the Employer 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 including the right to abolish or create positions;
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 operation are to be conducted;
I. To suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
J. To determine the adequacy of the work force;
K. To determine the overall mission of the Employer as a unit of government;
L. To effectively manage the work force; and
M. To take actions necessary to carry out the mission of the Employer as a governmental unit.

Section 5.2 Functions of Employer The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing Agreements shall remain the exclusive function of the Employer.

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

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

by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 6 UNION RECOGNITION

Section 6.1 Bargaining Units The Employer hereby recognizes the Bus, Sales, Truck Drivers, Warehousemen and Helpers Local Union No. 637 as the sole and exclusive bargaining agent for the purpose of collective bargaining in this bargaining agreement for those employees in the bargaining unit certified in SERB Rep. Case 2010-REP-09-0169 existing within the Sheriff's Office in the following classification:

INCLUDED: Radio Dispatchers and Communications Personnel (i.e. Communications Officers)

EXCLUDED: All management level employees, confidential employees, seasonal and casual employees, sergeants and above, Sheriff, and Deputy Sheriffs sworn in accordance with O.R.C. 311.04.

Section 6.2 Exclusions Notwithstanding the provisions of this Article, management, confidential, supervisory, part-time, casual, temporary and seasonal employees, and employees not meeting the definition of "public employee" under Chapter 4117 of the Revised Code, and all other employees in classifications not listed in classifications specified in this Article shall not be included in the bargaining unit.

ARTICLE 7 DUES DEDUCTION

Section 7.1 Deductions The Employer agrees to deduct Union membership dues in accordance with this Article for all employees eligible for the bargaining unit.

Section 7.2 Authorization The Employer agrees to deduct regular Union membership dues once each month from the pay of any employees in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which the authorization was received by the Employer.

Section 7.3 Fair Share Fee Any employee who is not a member of the Local 637 shall pay the Local 637, through payroll deduction, a contract service fee or fair share fee for the duration of this Agreement. This provision shall not require any employee to become or remain a member of the Local 637, nor shall the fee exceed the dues paid by the members of Local 637 in the same bargaining unit. The Local 637 is responsible for notifying the Employer of the proportionate amount, if any, of its total dues and fees that was spent on activities that cannot be charged to the service fees of non-members during the preceding year. The amount of service fees required to be paid each non-member employee in the unit (during the succeeding year) shall be the amount

of the regular dues paid by employees in the unit who are members of the Local 637 less each non-member's proportionate share of the amount of the Local 637's dues and service fees spent on activities not chargeable to such service fees during the prior year. If an employee challenges the propriety of the Local 637's use of such fee, deductions shall continue, but the Local 637 shall place the funds in an interest bearing escrow account until a resolution of the challenge is reached pursuant to the provisions of O.R.C. 4117.09 (C) and other appropriate provisions of federal and state law and rules of the State Employment Relations Board. The Union agrees to provide, annually to the Employer, a copy of the fair share fee rebate procedure.

Section 7.4 Indemnification of Employer The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues and fair share fees. The Union hereby agrees that it will hold the Employer harmless from any claims, actions, or proceedings by an employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 7.5 Cessation of Deduction The Employer shall be relieved from making such individual dues "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) revocation of the check-off authorization; or (6) resignation by the employee from the Union.

Section 7.6 Legality of Deduction The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount. Notwithstanding the provisions of this Article or this Agreement all fair share fee provisions shall be subject to applicable and subordinate to federal and state law and rules of the State Employment Relations Board.

Section 7.7 Notification of Changes The rate at which dues are to be deducted shall be certified to the payroll clerk by the treasurer of the Union during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

Section 7.8 Written Authorization Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

Section 7.9 Payment to Local 637 All dues and fees collected shall be paid over by the County, once each month to Local 637. The County will not charge Local 637 any fee for collecting these monies.

Section 7.10 Insufficient Wages The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

ARTICLE 8 NO STRIKE/NO LOCKOUT

Section 8.1 Strikes Prohibited During the term of this Agreement, the Union shall, in the event any employee(s) engage in an unauthorized or illegal job action or strike, do whatever it can to prevent or stop unauthorized acts, including the preparation of a letter addressed to the Employer stating "the strike action is not sanctioned and all employees should return to work immediately," signed by the ranking Union officer of the Local.

Section 8.2 Violations In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 1 of this Article are subject to discipline or discharge by the Employer.

Section 8.3 Lockout Prohibited During the term of this Agreement, the Employer shall not cause, permit, or engage in any lockout of its employees unless those employees shall have violated Section 1 of this Article.

Section 8.4 Available Remedies Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 9 LABOR/MANAGEMENT COMMITTEE

Section 9.1 Purpose It is the desire of the Employer and the Union to maintain the highest standards of safety and professionalism in the Sheriff's Office.

Section 9.2 Committee The Employer and the Union shall each appoint up to six (6) members, among the bargaining units the Union represents at the Sheriff's Office, to the Labor/Management Committee. No more than one (1) member will be appointed to the Union Committee from any one (1) bargaining unit, except for one (1) member from Dispatch and one (1) member from Central Control. This committee will meet at least quarterly and discuss any issues which either party wishes to raise relating to the Sheriff's Office. Neither party has an obligation to act upon the issues raised.

Section 9.3 Meetings If the meeting occurs during regularly scheduled work time, committee members will be granted time off with pay for the normal schedule when meeting jointly with management but in no event shall an employee receive overtime.

Section 9.4 Agenda At least twenty-four (24) hours before every meeting of the Committee the Employer and the Union representatives will each deliver an agenda and a list of those

individuals expected to attend to each other covering all matters proposed to be discussed. The Employer or Union may, but is not obligated to discuss any matter not listed on an agenda.

ARTICLE 10 GRIEVANCE PROCEDURE

Section 10.1 Grievance Policy The Employer and the Union recognize that in the interest of effective personnel management, a procedure is necessary whereby employees can be assured of a prompt, impartial and fair processing of their grievances. Such procedure shall be available to all employees and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure in good faith.

The Union understands and agrees that the filing of frivolous grievances can be disruptive of good labor management relations and affirms that it will discourage the filing of frivolous grievances. The Union agrees that it will attempt to discuss with a grievant the validity of the grievance to determine whether or not a grievance is frivolous.

Section 10.2 Grievance Defined The term "grievance" shall only mean an allegation that there has been a breach, violation, misinterpretation, or improper application of this Agreement or disciplinary action (a claim arising as the result of time off with loss of pay). It is not intended that the grievance procedure be used to effect changes in this Article of this Agreement, nor those matters not covered by this Agreement.

Section 10.3 Qualifications A grievance may be initiated by the Union, an aggrieved bargaining unit employee, or a group of employees. Any grievance initiated by the Union will list those members that the Union has reason to believe are affected. Grievances initiated by the Union may be initiated at Step 2 of the grievance procedure, subject to the time limits of Step 1, if the grievance affects members in more than one (1) division of the Office.

Section 10.4 Grievance Form All grievances must contain the following information and must be filed when filing is required using the grievance form mutually agreed upon by both parties. The grievance must identify:

A. aggrieved employee's name
B. date grievance was first discussed and the name of the supervisor with whom the grievance was discussed;
C. if appropriate, date and time grievance occurred;
D. if appropriate, the location where the grievance occurred;
E. a description of the circumstances or incidents giving rise to the grievance;
F. specific provisions of the Agreement violated; and
G. desired remedy to resolve the grievance.

The grievance form shall contain space for each party required to initiate action or to respond, to indicate the time limits for action, response or decision. All entries on the form shall be dated.

Section 10.5 Establishment of Grievance Representatives The Union may designate not more than three (3) grievance representatives. The Union shall notify the Sheriff in writing of the names of the grievance representatives, within thirty (30) days of their appointment.

Section 10.6 Grievance Process

Step 1. Immediate Supervisor – Lieutenant or Captain

A member having an individual grievance will first attempt to resolve it informally with his immediate non-bargaining unit supervisor (the person who is lowest in line of authority above a grievant and who is not in any bargaining unit, e.g., the lieutenant or captain in his or her chain of command). A member-grievant shall attempt informal resolution with his immediate non-bargaining unit supervisor. The grievance must be filed within fourteen (14) calendar days following the events or circumstances giving rise to the grievance having occurred or becoming known to the grievant; however, in no event shall the grievance be filed more than twenty-one (21) days after the occurrence of the events or circumstances giving rise to the grievance. The employee shall have the burden to prove his lack of constructive or actual knowledge of the occurrence of the events or circumstances giving rise to the grievance. Grievances brought to the attention of the supervisor beyond the time limits set out in this section shall not be considered. A supervisor shall provide the member a written response, within seven (7) calendar days of the submission of the grievance.

A grievance representative may accompany the grievant should the latter request his attendance. If a supervisor grants a grievance, written acknowledgement of granting such grievance must be furnished.

Step 2. Chief Deputy

Should the member-grievant not be satisfied with the answer in Step 1, within seven (7) calendar days of the receipt of the answer, he may appeal the grievance by delivering a copy of the Grievance Form attached to any written response at the prior Step and any other pertinent documents to the Chief Deputy or his designee. The Chief Deputy or his designee shall date the form, accurately showing the date his office received the Form.

Within seven (7) calendar days of his receipt of the Grievance Form, the Chief Deputy shall schedule and conduct a meeting to discuss the grievance with the grievance representative or his designee and the member-grievant. The Chief Deputy may bring any appropriate witnesses.

In the meeting called for at this Step, the Chief Deputy shall hear a full explanation of the grievance and the material facts relating thereto.

Within seven (7) calendar days of the meeting at this Step, the Chief Deputy shall submit to the grievance representative and the member-grievant his written response to the grievance.

Step 3. Sheriff

Should the member-grievant not be satisfied with the answer in Step 2, within seven (7) calendar days of receipt of the answer he may appeal the grievance to Step 3 by delivery of a copy of the Grievance Form, containing the written responses at the prior Steps and any other pertinent documents, to the Sheriff or his designee. The Sheriff or his designee shall date the Form, accurately showing the date his office received the Form.

Within seven (7) calendar days of his receipt of the Grievance Form, the Sheriff or his designee shall schedule and conduct a meeting to discuss the grievance with the grievance representative or his designee and the member-grievant. The Sheriff or his designee may bring any appropriate witnesses.

In the meeting called for at this Step, the Sheriff or his designee shall hear a full explanation of the grievance and the material facts relating thereto.

Within seven (7) calendar days of the meeting at this Step, the Sheriff or his designee shall submit to the grievance representative and the member-grievant his written response to the grievance.

Step 4. Arbitration

If the member-grievant is not satisfied with the answer in Step 3, within twenty-one (21) calendar days of receipt of the answer, the Union may appeal to arbitration by serving a notice of appeal on the Sheriff or his designee.

Unless the parties mutually agree to the selection of an arbitrator within seven (7) calendar days of receipt of intent to file under the grievance arbitration procedure, the Employer or the Union shall by letter, solicit seven (7) nominations of an arbitrator to hear the case from the Federal Mediation and Conciliation Service. Upon receipt of the list, either party may reject the entire list and a new list will be requested. Within fourteen (14) calendar days of receipt of a list not rejected or the second list, each party shall alternatively strike names until one (1) remains. The name remaining will be the arbitrator. If for any reason the arbitrator selected is unavailable, a new list will be requested from F.M.C.S. and this same procedure will be followed. A date for arbitration shall be set as soon as possible in accordance with the wishes of the Employer, the Union, and the availability of the Arbitrator.

The parties may be represented by their representatives or legal counsel. Any witnesses who are necessary may attend the arbitrator's hearing. Such representatives as are permitted in this Article may also attend this hearing.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of the Agreement, nor add to or subtract from or modify the language therein arriving at his determination.

The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such rights originated. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or suspension, the arbitrator shall have the authority to disaffirm entirely or other modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to no earlier time than the pay period prior to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing on the grounds that the matter is non-arbitrable 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 arbitrable, the alleged grievance will be heard on its merits before the same arbitrator. The arbitrator shall reduce his award to writing and state his reasons for reaching the decision.

The decision of the arbitrator shall be final and binding upon the Union, the employee(s) and the Employer. The fees of an arbitrator shall be borne by the losing party unless the arbitrator disaffirms a portion of the disciplinary action whereupon the fees of the arbitrator shall be divided equally between the parties.

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

Section 10.7 Pre-arbitration Process Either party may request, in writing, a pre-arbitration meeting and a meeting shall be conducted. Such meeting shall be for the purpose of meeting to discuss the merits of the grievance, to exchange lists of witnesses (with a description of testimony expected), and to exchange copies of any documents expected to be used in the arbitration hearing. Requests for such meeting shall be in writing and presented/served on the other party at least thirty (30) calendar days after the Step 3 written answer. A meeting shall be scheduled for a date no later than fourteen (14) days after receipt of request for a prearbitration meeting, unless the parties agree otherwise.

Section 10.8 Time Off for Presenting Grievances Grievants and grievance representatives shall not receive overtime pay to engage in grievance procedures provided for herein; however, grievance meetings at Step 2 and Step 3 shall be held at hours reasonably related to the grievant's shift preferably during or immediately before or after his working hours as approved by the management representative.

Section 10.9 Time Limits It is the intention of the parties that all time limits in the above grievance procedure shall be met. To the end of encouraging thoughtful responses at each Step, however, the Union and the Sheriff's designated representative may mutually agree, at any Step, to short time extensions of any time limit. Any such agreement must be in writing and signed by both the parties. Similarly, any Step in the grievance procedure may be skipped by mutual

consent. In the absence of such mutual extensions, the grievant may, at any Step where a response is not forthcoming within the specified time limits, presume the grievance to have been denied. In all cases where a response is not forthcoming within the specified time limits, the grievance shall automatically be referred to the next Step of the procedure. In all cases where no appeal is filed on behalf of the member-grievant to the next grievance Step within the time limits specified in this Article, the grievance shall be considered resolved and the response given at that Step shall be implemented.

Section 10.10 Representatives in Meetings In each Step of the grievance procedure outlined in Section 10.6, certain specific representatives are given approval to attend the meeting therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings; however, it is understood by the parties that, in the interest of resolving grievances at the earliest possible Step of the grievance procedure, it may be beneficial that other persons not specifically designated be in attendance. Therefore, it is intended that either party may bring additional representatives to any meeting in the grievance procedure, but only upon advance mutual agreement among the parties specifically designated to attend that such additional representative or representatives has input which may be beneficial in attempting to bring resolution to the grievance. In any grievance, the member-grievant may pursue and adjust grievances without the intervention of the grievance representatives, as long as the adjustment is not inconsistent with the terms of this Agreement and a grievance representative has the opportunity to be present the adjustment.

Section 10.11 Days For the purpose of counting time, "days" as used in this Agreement shall mean calendar days.

Section 10.12 Exclusivity This grievance procedure shall be the exclusive method of resolving grievances. The grievance procedure is intended to replace any and all remedies or appeals which were previously available to the State Personnel Board of Review including but not limited to appeal of disciplinary actions, and probationary removals or reductions.

ARTICLE 11 CORRECTIVE ACTION

Section 11.1 Discipline for Cause No member shall be reduced in pay or position, suspended, removed, or reprimanded except for just cause.

In the event of a grievance, employees shall appeal disciplinary actions which result in time-off without pay, or removal to Step Three of the grievance procedure within seven (7) calendar days after written notice of such action is served upon the affected member. Probationary removals or reductions are not appealable to the grievance procedure.

Employees given written reprimands of record may, upon request, meet with the Chief Deputy and/or the Sheriff (or designee) to discuss the discipline. This meeting can be conducted with or without Union representation. The results of such meetings shall not be subject to appeal through the grievance procedure. If a member disagrees with the verbal or written reprimand, the

member may write a memorandum to the Sheriff explaining the reason(s) for the disagreement. The memorandum will be attached to the reprimand.

Section 11.2 Pre-disciplinary Meetings Prior to the implementation of discipline as defined in Section 11.1, the member will receive from the Sheriff or his representative a written statement of all charges and specifications. An employee who receives formal charges and specifications of misconduct which may result in discipline as defined in Section 11.1 will be given the opportunity for a meeting with the Sheriff or the Sheriff's representative before disciplinary action is taken unless the employee waives his right to the meeting. This meeting will be known as a "pre-disciplinary" meeting. The charged member will be given an opportunity to respond to the allegations and an opportunity to have the representative of the Union present with him during the meeting. The notice of the pre-disciplinary meeting will also be given to the Union business representative. An employee may waive his/her right to Union representation in writing.

Notices of discipline or statements of charges shall be issued to employees within a reasonable period following conclusion of the investigation.

Section 11.3 Continuance A member who is charged, or his representative, may make a written request for continuance of the pre-disciplinary meeting. Such request will be granted where practical or unless prevented by extenuating circumstances. The length of such continuance shall be mutually agreed upon. Continuances shall not be required for the purpose of delaying the meeting.

Section 11.4 Notification The Sheriff will notify the affected member of any charges or of any decision reached as a result of a pre-disciplinary meeting prior to any public statement. When any anonymous complaint is made against a member, if after an investigation there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded and no further action will be taken unless corroborative evidence is obtained within a reasonable period of time.

Section 11.5 Progressive Action The principles of progressive disciplinary action will be followed with respect to minor offenses. The progression, where appropriate, will at least include an oral reprimand, (which may be recorded in writing), a written reprimand and a suspension for the same or related offenses prior to dismissal. It is agreed and understood that in many instances certain acts or actions warrant more severe disciplinary action including removal. In those instances the discipline shall be commensurate with the offense.

ARTICLE 12 DEPARTMENTAL RULES

Section 12.1 The Employer agrees that existing work rules and division directives shall be reduced to writing and provided to all covered members. The Employer agrees that new or revised work rules and division directives shall be provided to members two (2) weeks in advance of their implementation, except in cases of emergency. In the event that the Union wishes to present the views of the bargaining unit regarding a new or revised work rule or

division directive to the Sheriff (or in his absence, his representative), the Union may raise the issue at the next regularly scheduled Labor/Management committee meeting. All work rules or division directives will be reasonable and applied and interpreted uniformly as to all members in similar circumstances. Work rules or directives cannot violate this Agreement.

ARTICLE 13 INTERNAL REVIEW PROCEDURES

Section 13.1 Notice to Employee At any time an inquiry concerning a member occurs when the Employer believes that disciplinary action of record (reprimand of record, suspension, reduction, or removal) will or may result, the member will be notified when he is first questioned, that such result is possible.

Section 13.2 Responsibilities to Respond, Representative Before a member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he shall be advised that such conduct, if continued, may be the basis for such a charge. Where applicable, the Employer will follow the Garrity rule in administering interviews to members. If a member desires, he shall be given a reasonable opportunity to consult with a Union representative before being required to answer questions. During all questioning the member may, upon request, be accompanied by a Union representative.

Section 13.3 Interviews Any questioning, or interviewing of a member will be conducted at hours reasonably related to his shift, preferable during, or immediately before or after, his working hours. Questioning or interviewing sessions shall be for reasonable periods of time and time shall be allowed during such questioning for rest periods and attendance to other physical necessities.

Section 13.4 Requests The member and/or his legal counsel will be afforded the opportunity, upon written request made directly to the Sheriff, to listen to, to copy, and make personal notes regarding any tape made of his interview subsequent to that interview. If a transcript of the tape is made by the Sheriff the member will be provided a copy of such transcript upon written request directly to the Sheriff. Further, upon written request, any employee investigated as the subject of an internal affairs investigation shall be provided a copy of such report once the report is completed.

The Sheriff will not use a polygraph machine or other mechanical or truth serums to test or investigate a member or to determine the truth of statements made by members without the consent of the member.

ARTICLE 14 PERSONNEL RECORDS

Section 14.1 Availability of Records Employees shall be allowed to review their personnel file at any reasonable time upon written request to the Sheriff and in the presence of the Sheriff or his designated representative. The Employer shall disclose information contained in an employee's personnel file consistent with Ohio's Public Records Law. Prior to releasing information from

an employee's personnel file in response to a public records request, the Employer shall notify the employee of the request. Any employee may copy documents in his file.

Section 14.2 Responses by Employees If, upon examining his personnel file, any member has reason to believe that there are inaccuracies in the documents contained therein, he may write a memorandum to the Sheriff explaining the alleged inaccuracy. If the Sheriff, or designee, concurs with the member's contentions, he shall either remove the faulty document or attach the member's memorandum to the document in the file and note thereon his concurrence with the memorandum's contents. If the Sheriff, or designee, ~~he~~ does not concur with the contentions of the member, he will attach the written memorandum to the document in the file without comment.

Section 14.3 Duration of Records All actions of record will be removed from the employee's personnel record and shall be of no further force and effect after twelve (12) months, for reprimands or written records of counseling, and twenty-four (24) months for time-off suspensions or reductions, provided there is no intervening discipline. If there is any intervening discipline, then the record of discipline shall be maintained until there is a twelve/twenty-four (12/24) consecutive months (depending on the discipline administered) where no discipline occurs. In any case in which a written reprimand, suspension, or dismissal is disaffirmed or otherwise rendered invalid, all documents relating thereto will be removed from the employee's personnel record.

All records of disciplinary action removed from the files for any of the reasons outlined above shall not be considered in future disciplinary action, promotional consideration or for any other purpose except that prior discipline may be used to establish that employees have been made aware of the standard of conduct expected.

ARTICLE 15 PERFORMANCE EVALUATIONS

Section 15.1 A member's signature on any inspection card or performance evaluation, if any, shall be viewed by the parties hereto only as a representation that he has read the inspection card or performance evaluation. A member's signature shall not be viewed as a representation that he concurred in any or all of the contents or comments thereon. The member shall receive a copy of the inspection card or evaluation in its final form.

ARTICLE 16 FILLING OF POSITION

Section 16.1 Filling of Positions The parties agree that all appointments to vacancies covered by this Agreement shall be filled by the Employer with the procedure outlined in this Article. The parties recognize that the Employer has the exclusive authority to determine if and when vacancies are to be filled.

Section 16.2 Notice of Vacancies Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be posted on the employees' bulletin board for seven (7) calendar days. During the posting period, anyone wishing to apply for the vacant

position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting period or received from applicants who do not meet the minimum qualifications for the job. Employees on vacation leave during the seven (7) calendar day posting period may have until three (3) calendar days after the close of the posting to submit a bid or employees may submit a bid on behalf of other employees in their absence. The vacancy created by the filling of the first vacancy will be filled using the posting procedures outlined above. Vacancies created after filling the second vacancy will not be posted and filled at the discretion of the Employer.

Section 16.3 Vacancies Whenever a vacancy occurs, the member-applicant with the greater seniority making a request in writing consistent with Section 16.2 for transfer to said vacancy shall be selected, unless the skills and ability of another applicant is greater and the Sheriff determines that such skills and ability are needed to fill the vacancy. When a vacancy is filled by someone other than the senior applicant, the senior applicant may request a meeting with the division commander to be told the reason his request was denied.

This Section will not apply to personnel with less than one (1) year of service. Special assignments may be made to effect the completion of a specific project or task without regard to this paragraph for a period not to exceed one (1) year. If such special assignments must exceed one (1) year, the Employer will notify the Union and negotiate on demand. This Article shall be subordinated to the need to assign an individual of the right sex to the appropriate section of the jail.

Section 16.4 Temporary Appointments Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis. Such temporary assignment shall not exceed one hundred twenty (120) days.

Section 16.5 Testing Methods The Employer shall determine the method for testing or review of applicants for vacant positions. The Employer shall determine the methods for examinations which shall be used to select candidates for promotional positions subject to this Article.

Section 16.6 Notice to Applicants Once the selection has been made, the Employer will notify all applicants of the selection in written form prior to the announcement of the selected applicant.

Section 16.7 Rate of Pay Whenever a member is selected for a position in another classification, his or her base rate of pay shall not be less than the base rate of pay of the position from which he or she is promoted. The rate shall be established according to the provisions of Article 23.

ARTICLE 17 SHIFT ASSIGNMENTS

Section 17.2 Annual Shift and Days Off Assignment Shift and days shall be selected based upon the following factors and become effective the first full pay period in January.

1. Employee classification seniority;
2. Employee preference;
3. Employee knowledge and skills;
4. Employee job skill qualifications;
5. Employee work record; and
6. Employee quantifiable performance measures.

Section 17.3 Exemptions The positions of Detective, D.A.R.E. Deputy, Canine Unit Deputy, and School Resource Officer (SRO), Weights and Scales, ACA Accreditation Officer, CALEA Officer, Transport Officer, T.O.P.S., Environmental Officer, will be exempt from the bidding process. If other special assignments or grant programs arise during the term of the contract which require specific education, certification, special skills, knowledge or abilities, the positions will be exempt from the provisions of this Article.

ARTICLE 18 PROBATIONARY PERIODS

Section 18.1 Length of Probationary Period All probationary periods for positions in classifications covered by this Agreement shall be for a period of one (1) year. In the event an employee has a low or poor evaluation during his probationary period, the probationary period may be extended by the Employer for a period up to one hundred eight (180) additional days. The employee's performance and areas for improvement will be discussed with the employee at the time of the extension.

When a change in classification occurs, (either within a bargaining unit or between bargaining units within the Sheriff's Office), the affected employee will serve a probationary period.

Section 18.2 Initial Probationary Period Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer. A newly hired probationary employee may be terminated at any time during his probationary period without recourse to the grievance or arbitration procedure or the State Personnel Board of Review.

Section 18.3 Promotional Probationary Period A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion. A newly promoted employee who evidences unsatisfactory performance may be returned to his former classification any time during his probationary period without recourse to the grievance procedure or the State Personnel Board of Review.

Employees who receive a promotion within the bargaining unit or to a position outside the bargaining unit may request a voluntary demotion during their probationary period up to an available vacant position in their previous classification, subject to approval by the Employer at its discretion and an available vacancy. The employee requesting the demotion will not be able

to displace any other employee's duty assignment but will be eligible for shift bidding for a vacant position and annual duty assignments.

ARTICLE 19 LAYOFF AND RECALL

Section 19.1 Reasons, Notice When the Employer determines, because of lack of work, lack of funds, reorganization, or a job abolishment that is to last more than one (1) year, a layoff is necessary, the Employer shall notify the affected employees twenty-one (21) calendar days in advance of the effective date of the layoff or job abolishment. It is understood and agreed that no provisions of Civil Service Law or rules shall apply to layoffs.

Section 19.2 Classifications The Employer shall determine in which classification(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their classification seniority for the classifications affected by the layoff. The employee(s) with the least classification seniority as defined in Article 20 will be laid off first. Bumping or displacement will also occur in accordance with the employee's seniority with the least senior employee, as defined by Article 20, laid off first.

Section 19.3 Recall List Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff.

Notice of recall shall be sent to the employees by certified or registered mail. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee. Employees shall be responsible for keeping the Office notified, in writing, of any changes in his address.

The recalled employee shall have seven (7) calendar days following the receipt of the recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice. If the employee does not respond within seven (7) calendar days the employee shall be removed from the recall list.
If, upon recall, an employee must receive additional training, the Employer shall provide and pay for the training required to maintain his certification. The employee shall be required to complete the training in a timely fashion established by the Employer. If the employee fails to complete the training, the employee may be removed without recourse to the grievance procedure or the State Personnel Board of Review.

Section 19.4 Bumping Bumping rights will be extended to the employee under this Agreement. Employees may bump or displace employees in other classifications so long as the employee previously worked in the classification or assignment and displaces an employee with less seniority. Employees from other bargaining units not covered by this Agreement, and other employees of the Sheriff's Office who previously worked in a classification covered by this Agreement, may displace into positions covered by this Agreement so long as the employee displaced has less classification seniority.

The employee displaced will be the one with the least seniority. Employees seeking to displace less senior employees will displace to the most recently held classification, and the next most recent, etc. until the employee is able to displace a less senior employee. If no employee in a previously-held classification has less seniority, then the employee seeking to displace shall be laid off. Employees displaced shall be placed on the recall list.

An employee who is displaced may take a voluntary layoff, when layoffs occur rather than displace to a lower classification.

ARTICLE 20 SENIORITY

Section 20.1 Definition, List, Service "Total seniority" shall be computed on the basis of uninterrupted length of full-time continuous service with the Licking County Sheriff's Office. All seniority will be added to the amounts credited on the seniority lists as established herein. The Employer shall provide the Union an updated list of the seniority upon its reasonable request.

Section 20.2 Loss of Seniority Employees shall lose all seniority and employment rights upon any of the following:

1. discharge for just cause;
2. retirement;
3. failure to timely return to work upon recall from layoff;
4. failure to return to work upon expiration of a leave of absence;
5. resignation from employment with the Sheriff's Office;
6. absence from employment for a period of two (2) or more years for injuries received in the line of duty; or
7. absence from employment for a period of one (1) year or more for any cause.

Section 20.3 Seniority Accrued When Employees shall continue to accrue seniority during the following:

A. absence while on approved paid or approved unpaid leave not exceeding two (2) years;
B. military leave of absence; or
C. Absence due to a disability retirement through OPERS from which the employee is reinstated within the statutory reinstatement period.

Section 20.4 List, Objections A seniority list shall be kept by the Sheriff and shall be updated semi-annually. A copy shall be posted for inspection at all times on the Union bulletin board. Objections to the list must be filed within fourteen (14) calendar days of posting, otherwise, the list will be deemed valid.

Other public service employment cannot be transferred for seniority purposes. Except as modified by Section 1 above, the seniority list for the Sheriff's Office shall list all employees and the date of their seniority in order from the most recent senior to the least senior employee.

Employees hired on the same day will be placed on the seniority list in order of the last four (4) digits of their respective social security numbers, the highest number first. Employees promoted or transferred to positions outside the bargaining unit, but within the Sheriff's Office shall continue to accrue seniority.

Section 20.5 Classification Seniority Employees shall accrue "classification seniority" beginning the first day of full-time service in a classification. Employees shall use "classification seniority" only as set forth elsewhere in this Agreement.

ARTICLE 21 WAGES AND MISCELLANEOUS

Section 21.1 New Appointments An employee newly appointed to a classification will be placed in the first step of the pay range established for his classification and will receive an increase after serving the amount of time indicated on the wage scale in that classification.

Section 21.2 Wage Scales Employees shall be paid at the rates set forth in the wage scales in the Appendix attached to this Agreement which reflects a 4% wage increase effective July 1, 2015 a 2% wage increase effective January 1, 2016 and a 2% wage increase effective January 1, 2017.

Section 21.3 Wages on Promotion A promoted employee will receive the step in the higher pay range that gives him/her a raise and a demoted employee will receive the step in the lower pay range commensurate with his years of service. Demotions include bumping to a lower classification during layoff.

Section 21.4 Advance Step Hiring When filling a deputy position the Employer may place the employee in an advance step at the date of hire, but not the top step, provided he has an equivalent amount of experience as a law enforcement officer from another jurisdiction.

Section 21.5 Wages Paid Biweekly Employees will be paid on a bi-weekly basis.

Section 21.6 Anniversary Date for Step Advancement For the purpose of the salary increases provided in this Article, the anniversary date for an employee is the date on which the employee began full-time service in the classification with the Employer. Service is not affected by the type of appointment, whether temporary, provisional, certified or unclassified. Service should be computed from the anniversary date. If an employee is off the payroll for longer than thirty (30) days (e.g. on leave of absence) the anniversary date will be deferred by an equivalent amount. If an employee resigns and is later reinstated or re-employed, the date of reinstatement or re-employment will constitute a new anniversary date.

Section 21.7 Demotion – Disciplinary or Layoff Whenever a member is demoted for disciplinary reasons, or as a result of a layoff, he or she shall be paid at the step in the lower pay range appropriate to his years of service.

Section 21.8 Demotion – Voluntary or Physical Disability Whenever a member requests and is granted a voluntary demotion, his or her rate of pay shall be at the step in the lower range appropriate to his or her years of service.

Section 21.9 Reinstatement, Re-appointment, and Re-employment Whenever a member is reinstated, re-appointed or re-employed where he previously held permanent status, his rate of pay shall be the step in the range at which he was paid at the time of his separation unless he agrees to some other arrangement. Any member who has been separated from employment without delinquency or misconduct on his part may, at the discretion of the Employer, be reinstated within one (1) year from the date of such separation to a vacancy in the same or similar position; provided, if such separation is due to injury or physical disability, such member shall be reinstated to the same or similar position he held at the time of his separation within thirty (30) days after written application for reinstatement and after passing a physical examination made by a licensed physician designated and paid for by the Employer showing that he has recovered from such disability, provided further that such application for reinstatement be filed within three (3) years from the date of separation, and further provided that such application shall not be filed after the date of service eligibility retirement.

Section 21.10 Expenses The Employer shall pay the actual and necessary expenses incurred and salary of any member who is required by his or her superior to attend a meeting or function pertaining to his or her official duties as an employee during times other than his regular working hours. No such meeting or function shall be called, attended, or held without the prior written approval of the Employer.

Section 21.11 Temporary Promotions Any member assigned to act in a higher position not vacant, on a temporary basis, of eight (8) hours or more duration, shall be raised in pay for time worked in such acting position.

ARTICLE 22 PERS PICK-UP UTILIZING SALARY REDUCTION METHOD

Section 22.1 The Employer shall pick-up contributions to the Public Employees Retirement System paid on behalf of the employees in the bargaining unit utilizing the salary reduction method under the following terms and conditions.

The amount to be "picked-up" on behalf of each employee shall be the employee's share of the employee's gross annual compensation or any statutorily mandated increase. The employee's annual compensation shall be reduced by an amount equal to that "picked-up" by the Employer for the purpose of State and Federal tax.

The pick-up percentage shall apply uniformly to all members of the bargaining units. The pick-up shall apply to all compensation including supplemental earnings. The parties agree that should the rules and regulations of the IRS, or retirement system change, making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/Employer contributions.

ARTICLE 23 LONGEVITY

Section 23.1 Amounts After five (5) years of continuous service, a member of the bargaining unit shall receive, in addition to other pay called for herein, an annual service credit payment based upon the following: $200.00 for five (5) years of service and $50.00 for each additional year of service to a maximum of $1,000.00.

Section 23.2 Payment Payment of service credit shall be made in a lump sum, in a separate check, and will accompany the first paycheck in December of each calendar year, after five (5) years of service. For the purpose of this Section, continuous active service shall include approved military leave.

ARTICLE 24 SHIFT DIFFERENTIAL

Section 24.1 For any regularly assigned shift commencing between the hours of 12:30 p.m. and 5:30 a.m. of the following day, pay will be increased by a shift differential of $.35 per hour. Effective January 1, 2016, for any regularly assigned shift commencing between the hours of 12:30 p.m. and 5:30 a.m. of the following day, pay will be increased by a shift differential of $0.45 an hour. Effective January 1, 2017 for any regularly assigned shift commencing between the hours of 12:30 p.m. and 5:30 a.m. of the following day, pay will be increased by a shift differential of $0.50 an hour.

Section 24.2 Shift differential pay shall be paid only for actual hours worked during an eight (8) hour work day. Shift differential shall only be paid to regularly scheduled hours worked at straight-rate pay. That is, shift differential shall not be paid to any premium or overtime rate hours. Shift differential shall not be paid in addition to regular pay for any hours of leave with pay. Shift differential pay will be paid on a bi-weekly basis and will not be cumulative under any circumstances.

Section 24.3 This Article applies only to members in the bargaining units covered by this Agreement whose shifts are assigned by the Office. This Article does not apply to any member who has a modified shift starting time, whose shift starting time is mutually agreed or who is working a shift which starting time varies.

ARTICLE 25 MEDICAL INSURANCE

Section 25.1 Medical Insurance The Employer shall provide group medical, dental and life insurance coverage for each employee available for Licking County employees as are enrolled in the Licking County Plan. It is further agreed and understood that the schedule of benefits for employees shall be as set forth for all other Licking County employees on the Licking County Health Plan, including all conditions and payments specified or required by individual carrier/providers of the health insurance plan.

It is further agreed and understood that during the term of this Agreement that individual carriers/providers may, through no fault of the County, Union, or employees cease coverage. Should such occur, any employee adversely affected shall be given the opportunity to enroll with an alternative carrier with the appropriate premium rates subject to the premium rate applied herein or to waive coverage and receive an appropriate pro-rata amount of the waiver of coverage payment.

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

Section 25.2 Premiums Employees shall contribute to the Licking County Health Plan in the amounts established annually for the plan. The Union shall be notified in advance of the amounts for employee contributions prior to the annual open enrollment.

Section 25.3 Flexible Spending Account Furthermore, the parties understand that under the Licking County Health Plan, the County will provide flexible spending account credits for each employee who elects to participate in the Licking County Health Plan. It is understood and agreed that the flexible spending account may change from plan year to plan year. No amount remaining in the account at the end of the year may be paid to the employee in cash.

It is understood that employees are subject to the flexible spending account policies and procedures for use, crediting, and disbursement of their flexible spending account.

Section 25.4 Waiver of Coverage An employee who provides satisfactory proof of coverage under another insurance plan may waive both medical and dental coverage of the Licking County Health Plan. An employee who waives coverage will receive the amount established annually. Waiver payments will not be available to anyone who is covered under the Licking County Health Plan.

ARTICLE 26 PROFESSIONAL LIABILITY INSURANCE

Section 26.1 Employer Obligations The parties understand that employees, agents of the Employer, are protected by the provisions of Revised Code Chapter 2744. The County and the Employer are thereby obligated to defend employees acting within the scope of their employment against lawsuits and actions brought against employees by third parties.

Section 26.2 Liability Insurance Although both parties recognize that the Employer is not obligated to carry professional liability insurance, the Employer agrees to provide the Union a copy of the current policies for professional liability insurance upon the written request of the Union. In the event the County and Employer should become self-insured for professional liability, and the County established a self-program, the Employer agrees to provide the Union a copy of the current programs for self-insurance for professional liability program upon the written request of the Union.

Section 26.3 Insurance Not Required The parties recognize that the Employer is not required by this Agreement to provide employees in the bargaining unit in classifications covered by police professional liability insurance, with professional, outside liability insurance coverage regardless of cost.

Section 26.4 Self Insurance If the Sheriff is covered under a third party insurance agreement for professional liability insurance, employees shall also be covered. If the Sheriff is covered through a self-insurance program, the employee shall also be covered.

ARTICLE 27 MEALS

Section 27.1 Members assigned to work in the jail will receive one (1) meal each day, i.e., each full shift worked, at the Employer's cost. Additionally, members who are eligible for this benefit who work an overtime shift of at least four (4) hours on overtime shall be eligible to receive one (1) meal as provided in the jail cafeteria.

ARTICLE 28 VEHICLES

Section 28.1 Reimbursement Rate Where a vehicle is not available for an employee, and the employee is required by the Employer to use his personal vehicle to perform work for the Employer, the employee will be reimbursed at the County mileage reimbursement rate.

ARTICLE 29 HOURS OF WORK AND OVERTIME

Section 29.1 General Provisions This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, or from establishing part-time positions. This Article shall not be construed as a guarantee of work per week nor as a restriction on the Employer's right to require overtime.

Section 29.2 Work Schedules Work schedules for bargaining unit employees (except the cook/custodian and nurses) will be arranged by the Employer so that the regularly scheduled work week shall consist of forty (40) hours based on five (5) consecutive eight (8) hour work days and two (2) consecutive days off or four (4) consecutive ten (10) hour days and three (3) consecutive days off or based upon twelve (12) hour shifts. The days off may be modified when an employee's schedule or assignment is modified. The Employer shall designate the start of the work week and work day, but shall not change the starting time to avoid the payment of overtime. Cook's/Custodian's schedules will be arranged so the regularly scheduled work week consists of forty (40) hours. In the event the Employer implements a 12-hour shift schedule, it shall provide thirty (30) days' notice to employees.

Section 29.3 Lunch Period Each member of the bargaining unit may take one-half (1/2) hour for a lunch period each shift. Each member may also take two (2) fifteen (15) minute breaks each shift. In the event an employee is assigned a 12-hour shift, the employee shall receive an additional fifteen (15) minute break. Scheduling all such breaks are subject to the workload and members must respond to emergency calls when on any break.

Section 29.4 Overtime All members shall be paid 1.5 times their hourly rate for any overtime worked beyond 40 hours of work actually worked. Overtime shall be paid for those hours actually worked in excess of forty (40) hours in a seven (7) day work period. However, employees assigned to work a 12-hour shift shall be paid 1.5 times their hourly rate for any overtime worked beyond 80 hours actually worked in a fourteen (14) day work period. For those employees assigned to an alternative workweek, overtime shall be paid for those hours actually worked in excess of the hours of the employee's regularly scheduled workweek. Those times a member is not at work or is released from work shall not be considered hours actually worked. Only ~~compensatory time,~~ vacation, personal days and regular hours actually worked count toward the break-over point after which overtime is paid. Court time outside regularly scheduled work hours in off duty contract employment will not be counted.

Section 29.5 Call-Out, Court Time and Charge Filing Time "Call-out" occurs when a supervisor specifically requests a member of the bargaining unit to return to work to do unscheduled, unforeseen, or emergency work after the member has left work upon the completion of the regular day's work, but before he is scheduled to return to work. "Court time" is that time required by the County for any job-connected court appearance that does not abut an employee's regularly scheduled work hours. Employees shall not be eligible for multiple call-out, court and charge filing time compensation occurring within the same four (4) hour period.

"Charge filing time" is that time required to file charges with the Law Director or County Prosecutor and for consultation with either on a case in which the bargaining unit employee is involved.

When a member is engaged in call-out, court or charge-filing time, he shall be paid a minimum of two (2) hours pay at the applicable rate or he shall be paid for the actual hours worked at the applicable rate, whichever is greater unless the call-out, court or charge-filing time occurs on the employee's regularly scheduled day off or preapproved vacation day, then the employee shall be paid a minimum of four (4) hours pay at his/her regular rate or he/she shall be paid the actual hours worked at the applicable rate, whichever is greater. If the employee receives the minimum payment, it shall be included as hours worked for overtime purposes.

Section 29.6 Overtime Scheduling To the extent practical, good faith efforts will be made consistent with effective operations of the Employer to rotate pre-scheduled overtime assignments, excluding investigations and S.W.A.T., among qualified bargaining unit members within the same classification. Inability to work a pre-scheduled overtime assignment due to death in the family will not require the member to charge such absence against sick leave. Working overtime or refusing overtime offered will place the employee at the bottom of the rotation list.

"Qualified" (for this provision) means the ability to immediately perform all duties of the position assigned. Only those persons whose names appear on an approved list for overtime for a division (e.g. road, jail, etc.) will be permitted to work overtime.

Section 29.7 Cancellation of Scheduled Overtime Employees who accept prescheduled overtime assignments who call in sick or do not report for or work the assignment shall have sick leave deducted (without pay) from their balance in an amount equal to the number of hours scheduled. In addition, those employees who fail to report for prescheduled overtime assignments shall be subject to discipline.

Employees who accept prescheduled overtime assignments may cancel such request, with at least forty-eight (48) hours' notice prior to the start of the prescheduled overtime. Cancelled acceptances shall be filled by rotation unless difficulties arise in filling the overtime then the parties must meet to discuss resolution of scheduling difficulties. Discussions shall be for thirty (30) days. The Sheriff shall notify the union in writing of request to discuss. During discussions overtime reassignments (for cancelled assignments) shall be subject to be filled by emergency overtime assignments. If no resolution to difficulties is reached then the rotation of assignments for filling cancellations shall expire and the Employer may fill those overtime slots by emergency overtime assignment.

Section 29.8 Remedy Employees who believe they should have been called or scheduled for overtime but are not shall file a written statement with their division commander within five (5) calendar days of the time they believe they should have worked the overtime. If it is found that the employee should have worked the overtime the remedy for the employee shall be to work the next available overtime until the employee has worked at least the amount that he should have worked.

ARTICLE 30 SICK LEAVE

Section 30.1 Full-time employees of the bargaining units covered by this Agreement shall have credited to their sick leave balance eighty (80) hours of sick leave. Employees who are originally employed after January 1 of each calendar year shall receive a credit of 3.1 hours times the number of complete pay periods prior to the first full pay period the following January.

Employees who separate during the calendar year, for whatever reason, shall have their sick leave balance reduced at separation by the number of complete pay periods between the date of separation and the first full pay period the following January times 3.1 hours. If the reduction results in a number of hours less than zero, the cash equivalent value of hours shall be deducted from any compensation that remains payable to the employee or from any other cash conversion that is available to the employee.

Section 30.2 Uses for Sick Leave Employees may use sick leave, for absence due to personal illness, pregnancy of employee or spouse, injury, exposure to contagious disease which could be communicated to other employees, and for illness, injury or death in the employee's immediate family where the presence of the employee is required. For purposes of this Article, immediate

family is defined as spouse, child, parent, grandparent, spouse's grandparent, brother, sister, grandchild, stepchild, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or other relative residing at the employee's immediate household.

Section 30.3 Usage of Sick Leave When sick leave is used, it shall be deducted from the employee's sick leave credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work. Sick leave used at the beginning of a shift shall be no less than two (2) hours unless used for a doctor's appointment. Employees shall not use sick leave to cover tardiness.

After six (6) uses (occurrences) in the one (1) year period to begin each January first the next sick leave use(s) shall be without pay up to eight (8) hours' use. (That is, the first hours of sick leave use up to eight (8) hours in the calendar year will be without pay.) Exempt from sick leave "use" shall be previously scheduled medical appointments when the employee has notified his/her supervisor prior to the requested use. Sick leave used for use for bereavement shall not count toward occurrences for sick leave use.

Section 30.4 Evidence Required for Sick Leave Usage The employee shall furnish the Employer a standard written signed statement to justify the use of sick leave. The payment of sick leave is contingent upon the approval of such statement by the Employer. Falsification of either a written signed statement or physician's certificate shall be grounds for disciplinary action, including dismissal.

If an employee is expected to be absent for more than five (5) consecutive work days (on either paid sick leave or unpaid leave of absence) the employee shall submit a written statement and/or statement from their medical practitioner during the term of the absence. The required statement shall specify the reason for the length of the anticipated absence and the expected date of return to work of the member and the prognosis for recovery.

Section 30.5 Notification by Employee When an employee is unable to report to work he shall notify his immediate supervisor or other designated person at least one (1) hour before the time he is scheduled to report to work on each day of absence, unless the employee has made other reporting arrangements with his immediate supervisor.

Section 30.6 Physician Statement If medical attention is required, the employee may be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his duties. Where sick leave is required to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person or in the case of childbirth and other conditions related thereto during the post-natal period that the presence of the employee is necessary to care for the employee's wife and family.

Section 30.7 Physician Examination The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified due to illness

or disabling condition, the employee may be placed on sick leave, leave without pay or disability separation, in that order. The cost of such examination shall be paid by the Employer.

ARTICLE 31 SICK LEAVE CONVERSION

Section 31.1 Amount of Sick Leave Conversion at Retirement An employee, at the time of retirement from active service with the County, shall be paid one-fourth (1/4) of the value of his or her earned but unused sick leave credit. The maximum of such payment, however, shall be for two hundred eighty (280) hours.

Section 31.2 Qualifications for Retirement Conversion To qualify for such payment, the employee must have had, prior to the date of retirement, ten (10) or more years of service with the County, and be eligible to receive PERS benefits. Such payment shall be based on the employee's hourly rate of pay at the time of retirement. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.

Section 31.3 Requests for Retirement Conversion Eligible Sheriff's Office employees, retiring from active service, shall request such payment in writing, in order to initiate the payment process.

Section 31.4 Conversion on Death of Member Employees who die shall be considered to have terminated their employment as of the date of their death, and shall be eligible for such sick leave payment for which they would otherwise have qualified. Such payment shall be made in accordance with Section 2113.04 O.R.C., or paid to the employee's estate.

Section 31.5 Annual Conversion of Sick Leave Employees who use 24 (twenty-four) hours or less of sick leave in the year beginning with the first full pay period in December each year and continuing until the beginning of the first full pay period of the following December will be eligible for annual sick leave conversion. Such employees may convert, on a 2 for 1 basis, up to forty (40) hours of accumulated, unused sick leave. That is, an employee who uses twenty-four (24) hours or less for the preceding twenty-six (26) pay periods may convert each December to a lump sum cash payment up to forty (40) hours of sick leave to twenty (20) hours pay. Employees must submit their request for annual conversion of sick leave in writing, on a form provided by the Employer by December 20 of each year. Payment shall be made by the Employer no later than the second pay period in January. Employees must be employed by the Sheriff's office for the entire twenty-six (26) pay periods to be eligible for the annual conversion. Employees shall be paid at the rate of pay in effect at the time they elect their conversion.

ARTICLE 32 FUNERAL LEAVE

Section 32.1 Funeral leave for nuclear family members. In the event of a death in the nuclear family of an employee, the employee shall be granted up to three (3) days to attend the funeral, make funeral arrangements, and carry out other responsibilities relative to the funeral. The

nuclear family members are the employee's spouse, parent, guardian, child, step-child, sibling, parent-in-law, step parents, grandchildren, and grandparents.

Section 32.2 Funeral leave for extended family members. In the event of a death in the extended family of an employee, the employee shall be granted one (1) day to attend the funeral of the member of the extended family. The extended family members are the employee's grandparents-in-law, aunts, uncles, nieces, nephews, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

Section 32.3 Use of Sick Leave In the event the employee requires time in addition to the funeral leave specified above to travel to a funeral or for members of the nuclear family to carry out responsibilities relative to the funeral, the employee may use up to two (2) days of accumulated, unused sick leave. Such request shall be submitted on a leave request form to the Employer. Sick leave approved for use for bereavement shall not count toward the occurrences for sick leave use.

ARTICLE 33 VACATION

Section 33.1 Vacation Service Regular full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. Employees who are employed as of the first full pay period of January shall have credited to their vacation leave account the amount set forth in this section. The amount of vacation leave to which a full-time employee is entitled is based upon years of service, as follows:

YEARS OF SERVICE	HOURS
Less than 1 year	none
1 year of service	80
6 years of service	120
15 years of service	160
25 years of service	200

On January 1 of the year during which the employee will complete his/her 1st, 6th, 15th and 25th year of service, the employee will be credited with the additional week of vacation to which the employee is entitled based upon the above schedule. The acceleration of the additional week of vacation to January 1st of the anniversary year is for the purpose of vacation scheduling pursuant to this Article.

Section 33.2 New Employees Employees who are originally employed by the Employer during a calendar year shall receive credit of 3.1 hours per complete pay period during the period after their original employment and prior to the first full pay period the following January. This amount shall be credited to newly-hired employees upon employment subject to the provisions set forth in this Section for use of the vacation leave. Except as otherwise specifically provided in this Article, only the amount of vacation leave under forty (40) hours credited and not scheduled may be carried over by probationary period employees to the following calendar year.

Any probationary period employee who is granted vacation leave under this provision may schedule and use vacation leave after January 1 according to the requirements in Section 34.3. But in no event may the use be in segments less than forty (40) hours. Probationary employees who utilize their vacation leave prior to their anniversary date (completion of their probationary period) shall have their probationary period automatically extended by the amount of the vacation leave used.

Section 33.3 Separation During Calendar Year Employees who separate during the calendar year, for whatever reason, shall have their vacation leave balance reduced at separation by the number of complete pay periods between the date of the separation and the first full pay period the following January times the following formula:

YEARS OF SERVICE	HOURS
Less than 1 year	0
1 year of service	3.1
6 years of service	4.6
15 years of service	6.2
25 years of service	7.7

If the reduction results in a number of hours less than zero, the cash equivalent value of hours shall be deducted from any compensation that remains payable to the employee or from any other cash conversion that is available to the employee.

Section 33.4 Vacation Requests Employees submitting their vacation requests in forty (40) hour blocks by February 28 will have their vacation requests granted on the basis of classification seniority subject to the operational needs of the Employer. All vacation requests submitted after February 28 will be granted on a first-come, first-served basis subject to the operational needs of the employer.

Any request for change of dates for extenuating circumstances must be in writing and must be approved by the Employer.

Any vacation leave not scheduled and used prior to December 31 of each year shall be lost or converted at year-end if the amount of unused vacation is forty (40) hours or less. All not scheduled vacation leaves are subject to the operational needs of the Sheriff's Office. The Employer may cancel and reschedule vacation leave requests due to the operational needs of the Office, but may not do so simply to avoid paying overtime.

Subject to the aforementioned provisions, after vacation leave is credited in amounts greater than forty (40) hours, vacation time may be used in increments of eight (8) hours or more. Employees who are credited, under Sections 34.1 or 34.2, eighty (80) hours or less vacation leave must use vacation leave in blocks of forty (40) hours. However, any vacation leave requests scheduled in a forty (40) hour block shall take precedence over vacation leave requests of less than a forty (40) hour block.

Section 33.5 Vacation Scheduling Corrections Officers/Jail Deputies: Up to four (4) security personnel per shift in the Jail divisions may be on vacation at any one time, including two (2) corrections officers as applicable. Up to one (1) deputy assigned to each of the other divisions, including the Road, may be on vacation at any one time, unless otherwise approved by the Employer.

Section 33.5 Vacation Scheduling Up to two (2) members of each bargaining unit per shift can be on vacation at any one time but no more than one (1) person from each shift in each division. Only one (1) cook/custodian at any one time may take vacation.

Section 33.6 Prior Service Effective the first year after the effective date of this agreement, for the purpose of accruing vacation in accordance with Section 34.1, "continuous employment" will be defined in accordance with R.C. § 9.44.

Section 33.7 Miscellaneous Members who are absent from work for reasons permitted in this Agreement, shall continue to accrue service time as though they were not absent.

In cases where a recognized, paid holiday falls within any vacation, no vacation day will be deducted from the accumulated vacation balance for the paid holiday.

Upon separation from service an employee shall be entitled to compensation at his current rate of pay for all accrued and unused vacation leave to his credit at the time of separation.

In case of death of an employee such unused vacation leave shall be paid in accordance with Section 2113.04 of the Revise Code, or to his estate.

Section 33.8 Annual Conversion of Vacation Leave Employees who have not scheduled or been unable to use vacation leave may convert to cash up to eighty (80) hours of vacation leave. Employees will not be eligible for annual conversion of vacation leave unless they have scheduled and taken eighty (80) hours of vacation leave during that calendar year. The conversion request must be submitted by November 15 of each year. Conversion shall occur in December.

ARTICLE 34 HOLIDAYS

Section 34.1 List of Holidays Members shall have the following paid holidays:

1.	New Year's Day	(1st day of January)
2.	Martin Luther King Day	(3rd Monday of January)
3.	President's Day	(3rd Monday of February)
4.	Memorial Day	(Last Monday in May)
5.	Independence Day	(4th day of July)
6.	Labor Day	(1st Monday in September)
7.	Veterans Day	(11th day of November)
8.	Thanksgiving Day	(4th Thursday of November)

9.	4th Friday in November	(Day after Thanksgiving)
10.	Christmas Day	(25th day of December)

Section 34.2 Holidays Observed/Paid Employees who are not assigned to twenty-four (24) hour operations shall be scheduled off and paid for the hours of their regularly scheduled work day at the time of the holiday at their straight time hourly rate for each of the holidays listed in Section 1 above during the pay period in which the holiday falls.

Employees who are assigned and work a holiday shall be paid straight time and one half (1 ½) for all hours worked on the holiday (except overtime) in addition to receiving their holiday pay. The parties agree that the intention of this Section is to agree to current practice.

Section 34.3 Holidays During Leaves If a holiday occurs during a period of paid vacation leave, the employee will have the option to either draw normal pay and will not be charged for vacation leave or receive holiday and vacation pay and will be charged for the vacation leave.

If a holiday occurs during a period of paid sick leave, the employee will receive normal pay and not be charged for sick leave.

ARTICLE 35 PERSONAL DAYS

Section 35.1 Personal Leave Each member will receive four (4) personal days of leave each year, paid at the member's regular rate of pay based upon their regularly scheduled work hours on the day the leave is taken. When employees are originally employed, they shall be granted one (1) full personal day for each complete quarter remaining in the calendar year they are employed.

Section 35.2 Scheduling Personal days off may be taken at any time of the year. Vacation and personal days off may be taken separately or in conjunction with each other. If an employee is able to establish that they attempted to schedule, but were unable to use, a personal day prior to December 31, the employee may carry-over one (1) personal day to be used prior to March 31 of the following year. The ability to carry-over is subject to the approval of the Employer. Any personal days carried-over and not used prior to March 31 shall be forfeited.

Section 35.3 Requests Employees of the bargaining unit who schedule personal leave days with seven (7) calendar days' notice will be granted their requested leave. Employees may be granted personal days with less than seven (7) days' notice upon consent of the Sheriff or his designee(s). The approval of personal leave requests are subject to the operational needs of the Employer. Such approval will not be unreasonably withheld. Upon retirement, resignation or release any unused personal days shall be paid at the bargaining unit member's current rate of pay.

Section 35.4 Annual Conversion Employees may convert, annually in June, up to two (2) personal leave days. Employees may convert, annually in December, up to two (2) personal

leave days. Employees may not convert more than two (2) personal days at any one time. Conversion shall be based upon the current schedule worked by the employee.

ARTICLE 36 LEAVES OF ABSENCE

Section 36.1 Purpose Leave of absence without pay may, at the Employer's discretion, be granted for any legitimate purpose subject to approval, including but not limited to, the following:

A. To further a member's education. (Ordinarily such a leave will be granted only if the leave will directly benefit the County as well as the individual and provided the member agrees to return to County employment for a specified period of time after such leave.)
B. To attend funerals not covered by paid leave.
C. For other reasons approved by the Sheriff at his sole discretion.

Section 36.2 Family Medical Leave Leaves to care for members of employee's immediate family shall be covered by the Family Medical Leave Act and the County Family Medical Leave Act policy. While on Family Medical Leave, employees shall be permitted to continue their health insurance.

Section 36.3 Procedure A member desiring to apply for a leave of absence without pay should submit an application to the Employer outlining the reason for the request.

Section 36.4 Conditions All such leaves will be given in writing. The length of and other conditions of such leave granted will be determined by the facts and circumstances of the case. All fringe benefits, including the accrual of paid leave and health insurance coverage, cease while a member is on leave without pay. The Employer shall continue to provide insurance coverage for a minimum of thirty (30) days for any employee on leave of absence. The member may continue the health insurance coverage at his or her own expense after the thirty (30) day period and shall receive the benefit of available group coverage conversion.

Section 36.5 Return From Leave Upon completion of a leave of absence, the employee is to be returned to the classification formerly occupied, or to a similar classification if the employee's former classification no longer exists. Any replacement in the position while an employee is on leave will be terminated upon the reinstatement of the employee from leave. The terminated employee will be considered for other vacancies.

Section 36.6 Cancellation/Expiration of Leave If it is found that leave is not actually being used for the purpose which it was granted, the Employer may cancel the leave and direct the employee to return to work by giving written notice to the employee. An employee may return to work before the scheduled expiration of leave if requested in writing by the employee and approved by the Employer. Failure to return to duty upon expiration of the leave, or within three (3) days of notification of cancellation of a leave of absence, shall be just cause for removal.

ARTICLE 37 DISABILITY LEAVE OF ABSENCE

Section 37.1 Leave Without Pay A member incurring any disability not duty-connected after he has exhausted all of the paid leave to which he is entitled and has accumulated, may be granted a leave without pay for a period not to exceed three (3) months, subject to approval and to the following provisions:

1. The member shall apply for such leave, in writing, to the Employer. Such requests will not be unreasonably denied.
2. The member shall submit a physician's report with his or her application, including a statement regarding the nature of the disability and whether or not the member is able to work.
3. The member shall submit to the Employer a physician's statement of release for work before returning to work.

The employee may request an extension of up to three (3) months. Such request shall be in writing with supporting documentation for the request.

Section 37.2 Expiration of Leaves – Resignation Any member who has exhausted sick and/or vacation leave and has not applied for disability leave under any of the provisions of this Agreement shall be deemed to have resigned voluntarily from the Sheriff's Office. This provision shall apply to any member who has exhausted his paid leave and not applied for disability leave at the time of execution of this Agreement.

ARTICLE 38 EDUCATIONAL COURSES OR TRAINING

Section 38.1 Required Attendance When attendance is required by the Employer, a member may be allowed time off from his position without loss of pay for the purpose of taking work-related educational courses or training at an approved educational institution.

Section 38.2 Cost of Coursework Any classes or training session required by the Employer will be paid for by the County. Any member attending training sessions required by the Sheriff will be paid the applicable rate of pay for the time in the training session. Any classes or training required by statute or regulation or necessary for a member to retain or secure certification shall not be considered time worked, except when the Office schedules the employee to attend training during the employee's normal work hours.

Section 38.3 Educational Incentive The Sheriff's Office shall make annual education incentive payments to those employees who receive degrees from accredited institutions. The degrees and incentive payments shall be:

Associate Degree	$250 Annual
Bachelor Degree	$500 Annual
Post-Graduate Degree	$750 Annual

These payments shall be made to individuals with degrees approved by the Sheriff at his sole discretion. The payments shall be made in a lump sum amount (subject to appropriate deductions) in either the last pay period of a calendar year or the first pay period of a calendar year for the prior year. Only those employees who are employed and working as of December 1 each year shall be eligible for the incentive payment and who have worked at least six (6) months during the period twelve (12) months.

ARTICLE 39 UNION TIME

Section 39.1 Annual Union Time The Union is entitled to a total of eighty (80) hours per year of this Agreement without loss of pay among the bargaining units the Union represents at the Sheriff's Office to be used among Union officials or grievance representatives to attend to Union related activities. The Union may carry over up to sixteen (16) hours annual Union time to the following year. The carry-over is non-cumulative. The maximum available time in any given year shall be ninety-six (96) hours.

Section 39.2 Permission Any employee wishing to use such Union time shall request the permission of his supervisor and permission will not be unreasonably withheld.

Section 39.3 Restrictions Such activities shall not interfere with the performance of duties by other employees. Union release time will not result in overtime.

ARTICLE 40 MILITARY LEAVE

Section 40.1 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 according to the provisions of State and Federal law. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

ARTICLE 41 BULLETIN BOARDS

Section 41.1 Bulletin Board Space The Employer shall provide bulletin board space on four (4)bulletin boards for use by the employees in the bargaining units. Material posted on the board shall relate only to union meetings, elections, social events, and reports and decisions affecting the employees in the bargaining units. The location of this bulletin board will be the jail, the patrol briefing room, the civil office, and the detectives' office.

Section 41.2 Notices All Union notices which appear on the bulletin boards shall be signed, posted and removed by the local's liaison officer. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

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

All other notices of any kind not covered in (a) through (g) above must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which contains the following:

A. personal attacks upon any other member or any other employee;
B. scandalous, scurrilous or derogatory attacks upon the administration; and
C. attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

Section 41.3 Limits on Posting No Union-related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment, except on the bulletin boards designated for use by the Union.

ARTICLE 42 BALLOT BOXES

Section 42.1 Use of Ballot Boxes The Union shall be permitted, with the prior notification to the Sheriff, to place ballot boxes at the Sheriff's Office for the purpose of collecting member's ballots on all Union issues subjected to ballots. Such boxes shall be the property of the Union and neither the ballot boxes nor the ballots shall be subjected to the Sheriff's review and shall be removed as soon as practical after the Union issue has been determined. The Employer shall not be responsible for any matter pertaining in any way to ballot boxes or the security of ballot boxes.

ARTICLE 43 WAIVER OF NEGOTIATION

Section 43.1 Waiver The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as may be specifically agreed to in another clause of this Agreement, the Employer and the Union for the life of this Agreement each voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this Agreement, including the impact of the Employer's exercise of its rights as set forth herein on wages, hours, and terms and conditions of employment.

This Agreement constitutes the entire agreement between the parties and all other agreements either written, or oral or by tradition, custom or practice are hereby canceled.

Section 43.2 Amendments However, nothing in this Article shall preclude the parties from mutually agreeing to amend or modify this Agreement, provided such amendment or modification is reduced to writing and signed by the parties.

ARTICLE 44 MEDICAL EXAMINATION

Section 44.1 Examinations – General Examination of employees to determine their ability to perform the material and substantial duties of their position and assignment may be required of employees. Examinations shall be required for employees when ordered by the Employer or his designee. Examinations may be either periodic or as the Employer or designee require.

Section 44.2 Health and Safety Examinations are intended to guard the health and safety of employees and will be ordered, when, as a precautionary measure, periodically to ensure the health of employees or when in individual situations, the Employer has concern for an employee's ability to perform the material and substantial duties of his position.

Section 44.3 Examination – Appeals The Employer may require an employee to take an examination, conducted by a physician to determine the employee's physical or mental capability to perform the material and substantial duties of the employee's classification. If found not qualified, the employee may request available sick leave or vacation or disability leave with the right to return within one (1) year. The cost of such examination shall be paid by the County. If the employee disagrees with said determination he may be examined by a physician of his choice at his expense. If the two reports conflict a third opinion shall be rendered by a neutral physician chosen by the first two (2) physicians whose decision shall not be appealable to the grievance procedure. The neutral physician's cost shall be borne by the Employer.

Section 44.4 Ability to Perform Employees requesting return from disability leave must submit documentation of their ability to perform the material and substantial duties of their classification. The Employer may require an examination prior to return to work. All disability leave shall be without pay.

Section 44.5 Refusal to Submit to Exam Refusal of an employee to submit to an examination will be considered as insubordination and shall be grounds for discipline which may include dismissal.

Section 44.6 Uses of Leaves If an employee after examination is found to be unable to perform the material and substantial duties of his position, then the employee may utilize accumulated unused sick leave or other leave benefits (including but not limited to workers' compensation, if eligible).

Section 44.7 Leave Status If an employee refuses to go on a leave status or refuses to request paid or unpaid leave, the Employer may place the employee on an unpaid leave or disability

separation. Such leave shall continue for a period of two (2) years unless the employee is certified as being able to return to work by a physician of the employee's choice. If the employee is not able to return to work by the end of that two (2) year period, he or she shall be deemed permanently separated from employment with the Employer.

Section 44.8 Costs of Exams Any costs for examination required by the Employer shall be paid by the Employer. Employees shall have the right to submit examination reports to the Employer which would respond to the questions of an employee's ability to perform the material and substantial duties of his position.

ARTICLE 45 INJURY LEAVE SUPPLEMENT

Section 45.1 Injury Leave Full-time employees may be eligible to supplement the worker's compensation benefits they receive with accumulated unused sick leave. Employees who apply for and receive worker' compensation may apply to have sick leave paid to make up the difference between the amount received from Ohio Industrial Commission (OIC) worker's compensation and their normal salary. Sick leave used to supplement worker's compensation shall be calculated to the nearest one-half hour and processed through normal payroll up to one (1) year. Employees may elect to buy back sick and other paid leaves used while waiting approval of a workers' compensation claim. Such buy back will be based on the value or compensation received by the employee and remitted to the Employer rounded to the nearest full hour of leave. Supplementing workers' compensation benefits while on sick leave will be consistent with the law governing workers' compensation.

This leave shall be used to recover from a medically verified disabling condition sustained in the direct line of duty which prevents employees from performing the material and substantial duties of their normally assigned duties. An "injury" includes one (1) or more physical impairments resulting from the same accident or occurrence which render the employee unable to perform the material and substantial duties of his position.

Section 45.2 Procedure The following procedures must be followed to receive injury leave:

1. If the Sheriff disputes the injury leave request or the job-related nature of the injury the employee may be required by the Sheriff to submit to an examination conducted by a licensed Ohio physician selected from a list of five (5) provided and paid for by the Employer. The physician must certify whether or not the employee is able to perform the material and substantial duties of his position, which certification is a condition to receive injury leave benefits pursuant to this Article.
2. The employee must apply for and exhaust all reasonable efforts to receive workers' compensation.
3. Injury leave only applies to personal injury of an employee occurring in the line of his duty. The employee shall complete an accident/injury investigation form and in conjunction with the Sheriff (or his designee) shall report such injury to the Sheriff immediately and insure that a claim is filed with the OIC.

Documentation will include, but not be limited to, a statement from the employee's physician, an agreement covering compensation reimbursement and any necessary OIC forms or other documents as may be required by the Sheriff. In the event that it is determined that the injury is not employment related, any time the employee is, or has been, absent from work shall be deducted from accrued sick leave.

Section 45.3 Medical Insurance Employees shall be eligible to participate in the medical insurance benefits in the same manner as provided in this Agreement for the first year after the injury. Employees on extended disability, beyond one year, will be eligible to convert their health insurance according to the provisions of the health insurance plan.

ARTICLE 46 NEGOTIATION LEAVE

Section 46.1 If negotiations are scheduled for normal work hours of a negotiations committee member, the Employer agrees to release from duty, without loss of pay, those employees so long as the release does not disrupt manning requirements or create overtime. One (1) employee from each bargaining unit may be subject to release for negotiations. It is understood by all parties that the operations of the Sheriff's Office take priority over negotiations.

ARTICLE 47 UNIFORMS AND ALLOWANCE

Section 47.1 List of Equipment/Uniforms It is the responsibility of all members of the bargaining units to maintain their uniforms and, for those not in uniform, to be presentable and dress within the standards established by the Employer. If any member has not maintained a uniform, part, or equipment, that member shall be required to turn in such uniform, part, or equipment and to replace it.

Section 47.2 Clothing Allowance The Employer shall furnish employees in the classification of communications/dispatch, cook, nurse, clerks assigned to jail intake and maintenance with an annual clothing allowance of $600 to be paid in semi-annual installments of $300.

Payment will be the first pay period in June and the first pay period in December of each calendar year. This allowance is for the purchase of uniforms and equipment listed in Section 47.1 above and as required by the Employer. Employees may be required to present proof of purchase from approved vendors equal to or greater than the uniform allowance.

Section 47.3 New Employees A new bargaining unit member shall not receive a uniform allowance until the first installment following his first year of service (one-year anniversary date) with the Employer.

Section 47.4 Return of Equipment Upon termination, members shall return all issued uniforms and equipment to the Employer. If an employee fails to return all issued uniforms and equipment to the Employer, the employee shall reimburse the initial costs of all issued uniforms and equipment.

Section 47.5 Cleaning Reimbursement The Employer will furnish up to $325.00 per year for the cleaning of required clothing. Payments will be made payable in two (2) equal installments.

ARTICLE 49 DURATION OF AGREEMENT AND EXECUTION

Section 49.1 Duration This Agreement shall be effective as of January 1, 2015 unless otherwise specifically provided in this Agreement, and shall remain in full force and effect until midnight, December 31, 2017.

Section 49.2 Notice to Negotiate If either party desires to modify, or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the termination date, nor later than ninety (90) calendar days prior to the termination date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

IN WITNESS WHEREOF, the parties have heretofore affixed their signatures this 11th day of September, 2015.

FOR LICKING COUNTY SHERIFF:

Randy Thorp, Sheriff
Licking County Sheriff's Office

FOR LICKING COUNTY:

Timothy E. Bubb, Commissioner

Rick Black, Commissioner

Duane H. Flowers, Commissioner

APPROVED AS TO FORM:

Ken Oswalt, Prosecuting Attorney

APPROVED AS TO CONTENT:

Benjamin S. Albrecht
Labor Counsel to LCSO

FOR TEAMSTERS LOCAL UNION 637:

John Sheriff, President
Teamsters Local Union No. 637

Greg Ritterbeck, Secretary-Treasurer
Teamsters Local Union No. 637

BARGAINING TEAM REPS:

Sgt. Scott D. Schulte 5-10
Aimee M Stone
Howard Stone
C Bon
Jon Chit
Darin Walden
BR 3rd 23
CO. JMCKee #4
#84

Susan D. Jansen
Labor Counsel to Teamsters Local No. 637