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AN AGREEMENT

BETWEEN

PORTAGE COUNTY SHERIFFS DEPARTMENT (THE PORTAGE COUNTY COMMISSIONERS)

AND

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

DEPUTY SHERIFFS

TERM OF AGREEMENT THROUGH DECEMBER 31, 2017

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PREAMBLE

ARTICLE 1

1.01 This Agreement is hereby entered into by and between the Portage County Sheriff's Department, hereinafter referred to as the "Employer" and the Ohio Patrolmen's Benevolent Association (OPBA), hereinafter referred to as the "Union".

PURPOSE AND INTENT

ARTICLE 2

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of governments, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) to recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) to promote fair and reasonable working conditions; 3) to promote individual efficiency and service to the citizens of Portage County; 4) to avoid interruption or interference with the efficient operation of the Employer's business; and 5) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

MANAGEMENT RIGHTS

ARTICLE 3

3.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees for just cause; 2) determine the number of persons required to be employed, laid off, or discharged; 3) determine the qualifications of employees covered by this Agreement, 4) determine the starting and quitting tune and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work, 14) terminate or eliminate all or any part of its work or facilities.

RECOGNITION

ARTICLE 4

4.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Board Case Number: 02-REP-09-0181 for this appropriate unit.

Included: Deputies.

Excluded: Sheriff, Sergeants, Lieutenants, all other employees.

4.02 In the event of a substantial change of duties of a position or if a new position is created within the department, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit and shall so advise the OPBA in writing. If the OPBA disputes Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within thirty (30) calendar days from the OPBA's notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the OPBA. If the parties do not agree, the provisions of Revised Code 4117 and attendant rules and regulations shall govern.

4.03 The Employer will furnish the OPBA with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees hired.

UNION REPRESENTATION

ARTICLE 5

5.01 The Employer agrees to recognize three Directors from the Deputies' Bargaining Unit. One Director shall be designated as Chairman of the Grievance/Bargaining Committee.

5.02 The Union shall designate, in writing, which employees shall serve in the above capacities.

5.03 The Directors above may, during working hours and without loss of pay, perform the following functions as reasonably necessary:

1) Represent employees when requested and where specifically provided by this Agreement in conferences with the Sheriff or his representatives;

2) Represent employees when requested, in grievance hearings as defined in this Agreement; and

3) Prepare and investigate grievances provided there will be no interruption to the Sheriff's work schedule.

5.04 Union Directors under 5.01 above shall be granted leave to attend OPBA Director's meetings so long as fifteen (15) days notice is given to the Sheriff or his representative. Each Director shall be paid up to sixteen (16) hours per year, to attend Union training programs so long as fifteen (15) days notice is given to the Sheriff or his representative.

DUES DEDUCTIONS

ARTICLE 6

6.01 During the term of this Agreement, the Employer shall deduct regular monthly Union dues from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made from the first paycheck of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck, providing the employee's check is sufficient to cover the deduction.

6.02 The Employer agrees to supply the Union with a list of those employees for whom dues deductions have been made.

6 03 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within thirty (30) days from the date of making said deductions.

6.04 All employees in the bargaining unit who, sixty-one (61) days from date of hire, are not members in good standing with the Union, shall pay a fair share fee to the Union. The fair share fee amount shall be certified to the Employer by the Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of fair share fees shall be made in accordance with regular dues deductions as provided herein.

6.05 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

EMPLOYEE RIGHTS

ARTICLE 7

7.01 An employee has the right to the presence and advice of an OPBA representative and/or an attorney at all disciplinary interviews.

7.02 An employee will be informed of the nature of any investigation of himself prior to any questioning. If the employee being questioned is at that time a witness and not under investigation, he shall be so advised.

7.03 Before an employee may be charged with any violation of the written Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in an investigation may be the basis for disciplinary action.

7.04 An employee may request an opportunity to review his personnel file during normal hours, add pertinent memoranda to the file clarifying any documents contained in the file and may have a representative of the Union present when reviewing his file, along with an Employer representative. A request for copies, at a reasonable cost, of items included in the file shall be honored. All items in an employee's file, with regard to complaints and investigations, will be signed as acknowledged by the employee, and clearly marked with respect to final disposition.

7.05 All complaints by civilians shall be reduced to writing by the shift supervisor receiving such complaints. Should the complaint be resolved by the shift supervisor, it shall be so noted on the complaint.

In the event a citizen complaint shall result in formal disciplinary action against an employee, said employee shall, upon written request, be given a copy of the complaint and the name of the complaint.

7.06 Records of disciplinary action, not resulting in time off, which are two (2) years old, may, upon written request of the employee and subject to the following criteria, be removed from the personnel file:

a. There has been no occurrence of a similar type incident within the two (2) year period, and

b. The Sheriff has given written approval after determination that such removal will not adversely impact the County's legal position in any pending or subsequent court action. If the request for such removal is denied, the Employer shall provide a written summary for the denial.

7.07 When an employee is being interviewed in a non-criminal matter and there is a strong possibility that the interview may reveal criminal conduct on the part of the employee, the employee shall be advised of his constitutional rights prior to the commencement of any interview. The employee shall be advised that if he does not waive his rights, the result of the interview cannot and will not be used against him in a subsequent criminal proceeding. However, he will be required to answer all questions to assist in the administrative process. When an employee is interviewed and does waive his rights, he shall be informed that the results of the interview may be used by the department in both administrative and criminal actions.

7.08 The Employer shall administer polygraph examinations to employees only where reasonable cause exists, and such exam shall focus only or misconduct alleged against the

employee taking the exam. Polygraph examinations will be administered only by persons not employed in the Portage County Sheriff's Department. Employees are required to sign standard waivers as requested by the Examiner.

RESIDENCY

ARTICLE 8

8.01 Those individuals employed prior to December 31, 2015, shall be allowed to reside outside the confines of Portage County.

PROBATIONARY PERIOD

ARTICLE 9

9.01 All newly hired employees will be required to serve a probationary period of one (1) year. During such period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Review Board or Commission.

9.02 Effective January 1, 1994, all newly promoted employees will be required to serve a promotional probationary period of one hundred fifty (150) days.

9.03 If any employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of paragraph 9.01 above.

DUTY HOURS

ARTICLE 10

10.01 A week shall be defined as seven (7) consecutive calendar days and shall begin with the employee's starting time at the beginning of the work week and shall end one hundred sixty-eight (168) hours later.

10.02 The regular work week shall consist of forty (40) hours; five (5) consecutive days of eight (8) consecutive hours each, with two (2) consecutive days off.

10.03 Deputies, Sergeants and Lieutenants shall continue their current lunch and break practices during the term of this Agreement.

WORK SCHEDULES

ARTICLE 11

11.01 The Employer will post all work schedules, unless extenuating circumstances prevent such posting, at least twenty-one (21) calendar days in advance of the effective date of said work schedule.

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

A. Seniority in grade will determine the sequence of who bids first, second, third, etc. The employee who has the greatest In Grade seniority will have the first bid, the employee who has the second greatest In Grade seniority will bid second, etc. This procedure will prevail down to the employee with the least amount of In Grade seniority who will have the final bid.

B. The "Bid Sheet" will be posted on the OPBA Bulletin Board by November 15th each year prior to taking effect. Each employee will sign the sheet promptly next to the open slot he wishes to work.

C. Shift schedules shall be established on January 1st of each year according to the bidding process, set forth herein.

D. The "Bid Sheet" shall state the effective dates, (starting/ending) shift and hours, and days off. Each employee shall receive a copy of the entire work schedule after it has been completed.

11.03 An employee shall be able to trade shifts with another employee and there shall be no rotating of shifts. Nothing herein shall prohibit the Sheriff from implementing staggered shifts.

11.04 Transfers to divisions within the department may be requested by Employees but shall be subject to the approval of the Sheriff. Employees transferred under 11.04 shall be placed at one (1) year for purposes of payment under Article 19 - Compensation.

11.05 Employees who mutually desire to exchange shift assignments shall first obtain the advance written approval of the Sheriff or his designee. Such approval shall not be unreasonably denied.

11.06 Notwithstanding any agreement contained in this Article, the Employer reserves the right to assign Deputies in accordance with accepted state guidelines and/or accepted B.F.O.Q. requirements. Any such assignments made hereunder shall be made according to seniority so long as the guidelines and/or requirements are met.

SENIORITY

ARTICLE 12

12.01 Departmental Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer. A probationary employee' shall have no seniority until he satisfactorily completes the probationary period, which will be added to his total length of

continuous employment.

12.02 An employee's in-grade seniority shall be interpreted as the date he assumes a full-time classification (i e., 40 hours scheduled and receiving benefits). An employee who is promoted shall have no seniority in his/her new position until he/she successfully completes the probationary period. Upon successful completion of the probationary period, in-grade seniority will be calculated from the beginning of the probationary period. Previous service in a particular classification shall not be used to calculate in-grade seniority, except as provided below. If an employee returns to or is returned to a lower-graded classification, his/her date of in-grade seniority shall be the date he/she originally assumed the position to which the employee is being returned. The period of time served in the higher grade shall not be deemed an interruption of service in the lower grade.

12.03 The Union and the Employer accept the attached Appendix D, which accurately reflects placement of the employees on the in-grade seniority list. The Union and/or members of the bargaining units covered by the collective bargaining agreement between the OPBA and the Portage County Sherriff's Department shall file no grievances against the Portage County Sherriff's Department when Article 12 is interpreted in this manner. Nor will any grievances be filed by the Union or its members regarding any member's placement on the seniority list as reflected in Appendix D.

12.04 An employee's seniority shall be terminated when one or more of the following occur:

a) He resigns;

b) He is discharged for just cause;

c) He is laid-off for a period of time exceeding twenty-four (24) months;

d) He retires;

e) He fails to report to work for more than three (3) working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority;

f) He becomes unable to perform his job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him;

g) He refuses to recall or fails to report to work within ten (10) working days from the date the Employer sends the employee a recall notice.

12.05 If two or more employees are hired or appointed on the same date, their relative in-grade seniority shall be determined by departmental seniority and if the same then by Civil Service test scores, if applicable, or if not, by the drawing of lots.

VACANCIES AND PROMOTIONS

ARTICLE 13

13.01 The following rank structure exists within the bargaining unit:

1. Deputy
2. Sergeant
3. Lieutenant

13.02 Vacancies in positions above the lowest rank shall be filled by promotions. No position shall remain vacant, unless abolished, or be filled on a temporary basis in excess of six (6) months. All promotions shall be made pursuant to applicable provisions of Ohio Revised Code Chapter 124, et seq., and Section 3 of this Article.

13.03 Vacancies shall be filled according to merit and fitness ascertained through an objective, written competitive examination, administered from outside the Sherriff s Department, by a person(s) selected and paid by the County Commissioners. The Employer shall set reasonable guidelines for employees to take the examination and the Employer may select from among the top three (3) candidates at the Employer's discretion.

13.04 Seniority credit shall be added to the examination grade, but no credit for seniority shall be added to the examination grade unless the applicant achieves the minimum passing score on the examination without counting such extra credit. Credit for seniority shall equal, for the first four years of service on the department, one percent (1 %) of the total grade attainable in the promotional examination, and, for each of the fifth through fourteenth years of service, six tenths percent of the total grade attainable

13.05 An employee who is promoted shall be required to satisfactorily complete the applicable probationary period. He will be considered to have qualified on the new job when he satisfactorily performs the required duties with no more supervision than is required of other employees on the same or similar jobs and when his record as to quality and quantity of work meets the standards applicable to the job.

13.06 If no applications are received or if none of the applicants are qualified for the job, the Employer may fill the job by hiring a qualified new employee from outside the bargaining unit.

13.07 No employee shall be eligible for promotion that has not satisfactorily completed the required probationary period for his existing position.

13.08 The existing memorandum of understanding with respect to use of part-time employees should not be changed without consultation between the Employer and the Union. Any changes should reflect the mutual interest of the Employer, the employees, inmates, and the public, at all times in staffing the Deputy Sheriffs department with experienced full-time employees to the extent possible.

LAY-OFF AND RECALL

ARTICLE 14

14.01 Where, because of economy, consolidation or abolishment of functions, curtailment of activities or otherwise, the Employer determines it necessary to reduce the size of its workforce, such reduction shall be made in accordance with the provisions hereinafter set forth.

14.02 Employees within the affected bargaining units shall be laid off according to their departmental seniority with the least senior being laid off first, providing that all temporary, seasonal, part-time, and probationary employees within the affected bargaining unit are laid off first in the above respective order.

14.03 Employee(s) who are laid off from one rank may displace (bump) another employee~~s)~~ with lesser departmental seniority in a lower rated rank within the Department.

14.04 Employee(s) who are displaced (bumped) by a more senior employee shall be able to displace (bump) another employee with lesser seniority in a lower rated rank pursuant to the provisions of Section 14.03, above.

14.05 In all cases where one employee is exercising his seniority to displace (bump) another employee, his right to displace (bump) is subject to the conditions that he is qualified for the position and able to perform the functions and duties of the position into which he is attempting to displace (bump), at the sole discretion of the Employer.

14.06 At the end of the displacing (bumping) process, the employee who is displaced (bumped) and unable or chooses not to displace (bump) another employee pursuant to the above provisions, shall be laid off.

14.07 Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall for twenty-four (24) months from the date of his lay-off. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail, return receipt. An employee who refuses recall or does not report to work within ten (10) calendar days from the date the Employer mails the recall notice, shall be considered to have resigned his position and forfeits all right to employment with the Employer.

14.08 Employee(s) scheduled for lay-off shall be given a minimum of fifteen (15) days advance

notice of lay-off.

14.09 Any employee on lay-off from one bargaining unit shall receive preferential hiring rights into any other position in the Sheriff's Department to which they are qualified. If said position, is offered and accepted, said employee will not give up his right to recall to his regular position if that position becomes available during the recall period.

DISCIPLINE

ARTICLE 15

15.01 A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action in accordance with the Disciplinary Procedure herein contained.

15.02 Disciplinary action taken by the Employer shall only be for just cause.

15.03 Any disciplinary action resulting in a suspension, demotion or discharge of a non-probationary employee may only be appealed and processed in accordance with the Disciplinary Procedure herein contained.

DISCIPLINARY PROCEDURE

ARTICLE 16

16.01 This procedure shall apply to all non-probationary employees covered by this Agreement.

16.02 All employees shall have the following rights:

A. An employee shall be entitled to representation by a Union representative or an attorney at his/her own expense at each step of the disciplinary procedure.

B. No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, as soon as available, but at least five (5) work days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.

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

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

16.04 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible.

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

16.06 Discipline shall not be implemented until either:

1. the matter is settled; or

2. the employee fails to file a grievance within the time frame provided by this procedure; or

3. the penalty is upheld at Step 2 or a different penalty is determined at Step 2.

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

1. the employee has a right to object by filing a grievance within five (5) working days of receipt of the Notice of Discipline;
2. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
3. the employee is entitled to representation by a Union representative at every step of the proceeding.

16.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented except as provided in paragraph 12, until the matter is settled or the arbitrator renders a determination.

16.09 The following administrative procedures shall apply to disciplinary actions:

A. The appointing authority, the employee involved, and the Union are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed and the appointing authority may offer a proposed disciplinary penalty. The employee must be advised before meeting that she/he is entitled to representation by a Union or an attorney during the initial discussion.

B. If a mutually agreeable settlement is not reached at this informal meeting, the appointing authority will, within ten (10) working days, prepare a formal

Notice of Discipline and present it to the employee. If no informal meeting is held, the appointing authority may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure and the right of representation.

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

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

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

16.12 An employee may be suspended with pay at any time during the process. The suspension without pay may be imposed subsequent to the decision at Step 2 of the Grievance Procedure or at any time in the process if the proposed discipline will lead to the discharge of the employee.

16.13 The Union on behalf of all the employees covered by this Agreement and its own behalf hereby waives any and all rights previously possessed by such employees to appeal any disciplinary action (e.g. suspensions, demotion or discharge) in any administrative or legal forum.

GRIEVANCE PROCEDURE

ARTICLE 17

17.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except for Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

17.02 For the purposes, of this procedure, the below listed terms are defined as follows:

a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of only the

arising from the misapplication or misinterpretation of only the specific and express written provisions of this Agreement.

b) Aggrieved party - The "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance.

c) Party in Interest - A party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.

d) Day - A "day" as used in this procedure shall mean calendar days excluding Saturdays, Sundays or holidays as provided for in this Agreement.

17.03 The following procedures shall apply to the administration of all grievances filed under this procedure.

a) A grievance must be filed at the Sheriff s office within fifteen (15) calendar days from when the date the grievant(s) knew, or should have known, of the alleged contract violation.

b) All grievances shall include: the name(s), and position(s) of the grievant(s); the specific article(s)/section(s) of the agreement allegedly violated; the date, time and place where the alleged events or conditions constituting the grievance occurred; the identity of the party responsible for allegedly causing the grievance (if known); a general statement or the nature of the grievance and; the redress sought by the aggrieved party or parties.

c) Step 1: The Sheriff's designee shall answer the grievance within fifteen (15) days from date of filing. In the event grievant(s) have not received an acceptable written decision to the grievance within fifteen (15) calendar days from the date the grievance was filed, then the grievant(s) may submit the grievance to the Sheriff.

d) Step 2: In the event a grievance is filed because of a policy issued by the Sheriff, the parties shall skip Step 1. In the event grievant(s) have not received an acceptable written decision from the Sheriff within fifteen (15) calendar days from the date the grievance was submitted to the Sheriff; the Union may submit the grievance to arbitration according to Article 18. The decision to submit a grievance to arbitration must be received by the Sheriff, or his designee, not later than sixty (60) calendar days from the date the grievance was initially filed.

e) The preparation and processing of grievances shall be conducted during nonworking hours except as provided in Article 5 and the Union

representative shall have the right to be present at any step of this procedure even though such presence is not requested by the grievant(s).

f) The time limits contained herein shall be strictly adhered to and any grievance not initially filed or appealed within the specific time limits shall be deemed waived and void. The time limits specified for either party may be mutually extended only by written agreement.

g) This grievance procedure shall not be used for the purpose of adding to, subtracting from and/or altering the parties' agreement in any way. Further, this grievance procedure shall be the sole and exclusive procedure for resolving disputes alleging misapplication or misinterpretation of the parties' agreement including discipline and/or discharge actions subject to Article 16.

h) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter formally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer and Union in future proceedings.

ARBITRATION PROCEDURE

ARTICLE 18

18.01 If the aggrieved party is not satisfied with the decision at the conclusion within fifteen (15) days of Step 2, then the Union may elect to pursue the matter to the Federal Mediation and Conciliation Service, requesting a list of seven (7) arbitrators. The selection of an appropriate arbitrator shall be as follows: A representative of the Employer and a representative of the Union shall review the list of arbitrators and, through alternately striking names, shall reduce the list until one (1) arbitrator remains, the method of determining which party has the first choice of striking shall be made by the toss of a coin.

18.02 POWER OF THE ARBITRATOR

A. It shall be the function of the Arbitrator and he shall be empowered, except as his powers are limited below, after due investigation to make a decision in case of alleged violations, misapplication, or misinterpretation of the negotiated Agreement.

B. He shall have no power to add to, subtract from, disregard, alter or modify

C. In rendering decisions, an arbitrator shall give due regard to the responsibility of management, except as they may be conditioned by the negotiated agreement.

D. In the event that a case is appealed to an arbitrator on which he determines he has no power to rule, it shall be referred back to the Union with a notification to the Employer, without decision or recommendation on its merits.

E. There shall be no appeal from an arbitrator's decision if within the scope of his authority, as set forth above. It shall be binding on the employee or employees involved in the grievance and the Employer and Union.

F. The fees and expenses of the arbitrator shall be borne by the losing party. Any other expenses resulting from the grievance and arbitration shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses, except where it is agreed to, that such hearing is during a witness's regular hours of employment. A Court Reporter may be requested by either party. The fees for the reporter's time will be paid by the requesting party. The cost of a transcript shall also be paid by the requesting party. If both parties request a Court Reporter and/or both parties request transcripts, then all such fees shall be divided equally between the parties.

G. All the constraints are to be strictly adhered to, unless mutually waived, in writing, by the parties.

COMPENSATION

19.01 Effective the first (1st) of January 2015, 2016 and 2017, compensation (i.e., wages and rank adjustment) shall be paid per the following schedule:

Effective 01/01/2015	+1.50%
Effective 01/01/2016	+2.00%
Effective 01/01/2017	+2.00%

WAGE RATES	2015	2016	2017
ENTRY	$42,331	$43,178	$44,042
1 YEAR	$46,041	$46,962	$47,901
2 YEAR	$48,424	$49,392	$50,380
3 YEAR	$50,868	$51,885	$52,923
4 YEAR	$53,267	$54,332	$55,419

ACTING SUPERVISOR

ARTICLE 20

ARTICLE 20

20.01 An employee who is assigned and performs any of the duties or responsibilities of a Supervisory position shall be compensated at the base rate of pay for the supervisory position or his regular rate of pay, whichever is greater, for all time actually worked in the supervisory position.

SHIFT DIFFERENTIAL

ARTICLE 21

21.01 Effective upon the execution of this Agreement, employees required to work the afternoon or the midnight shifts will be compensated in addition to their regular pay at the rate of fifty cents ($.50) per hour for afternoon and fifty cents ($.50) per hour for the midnight shift. Any employees who work any part of the afternoon or midnight shift will be compensated at the appropriate differential rate for all hours worked in addition to their regular pay.

OVERTIME PAY AND COURT TIME

ARTICLE 22

22.01 All employees, for work actually performed in excess of the regular work period, set forth in Article 10 above, when approved of by the Sheriff or his designee, shall be compensated at the rate of one and one-half (1 ½) times the employee's regular hourly rate. Such compensation shall be paid in cash, or in compensatory time, at the discretion of the employee.

22.02 For purposes of overtime calculation, paid leave (compensatory time, personal days, holidays, and vacations), taken during the work period, shall be construed as hours actually worked.

22.03 An employee who must appear in court in a capacity related to his official duty as an employee of the Portage County Sherriff s Department, prior to, or after leaving work, or on a day when he is not scheduled to work, shall be compensated at a minimum of three (3) hours, at the appropriate rate, as defined herein above, so long as such time does not abut or overlap his shift.

22.04 Employees who are called in or required to report to work at a time other than their regularly scheduled hours will be paid a minimum of two (2) hours pay at the employee's regular rate of pay subject to the provisions of 22.01 above.

22.05 In the event an employee begins to accrue compensatory time, such accrual shall not exceed forty (40) hours. Compensatory time taken as time off shall be subject to the prior, written approval of the Sherriff's designee.

22.06 Overtime will be distributed as equally as possible among employees by consideration of classification, position, qualification and seniority of those employees who normally perform such work.

LONGEVITY

ARTICLE 23

23.01 Each full-time employee shall be entitled to a longevity benefit upon completion of five (5) years of continuous service. The longevity benefit shall be computed at the rate of seven dollars ($7.00) per year, per month.

CLOTHING/EQUIPMENT ALLOWANCE

ARTICLE 24

24.01 Employees shall receive an annual $1,000 uniform/equipment (including specialty equipment) allowance through purchase order during this agreement.

24.02 Newly hired employees shall receive an initial issue uniform amount through purchase order equal to the appropriate respective amount above, as prescribed by the Sheriff, in addition to the uniform allowance designated above.

24.03 In the event an item of the designated uniform changes, the Employer shall provide the initial issue of that item.

24.04 Any leather goods issued by the Employer shall be returned to the Employer at the conclusion of the employee's tenure.

24.05 Only those uniform items required to be worn pursuant to the employees' then current bargaining unit classification may be purchased hereunder. The Sheriff must pre-approve non uniform purchases for those employees required to work out of uniform. The Sheriff must also pre-approve any and all equipment purchases.

24.06 The annual uniform allowance (not the initial allowance) shall be pro-rated monthly based upon remaining in the calendar year. Initial and/or annual allowance exclude the cost of shipping, handling and/or sales plus dry cleaning and/or maintenance costs are individual receiving the allowance.

24.07 The following items shall be furnished by the Employer exclusive of the uniform allowance:

1) Bulletproof vests to be replaced according to manufacturer's warranty recommendations.

2) Flashlights and batteries.

24.08 The Employer shall permit the employees to carryover not more than $100 of the uniform allowance that is not spent by each employee to the next year for the sole purpose of purchasing firearms used in the course and scope of employment. Furthermore, the purchase of the firearms shall be with the express permission of the Sheriff.

INSURANCE

ARTICLE 25

25.01 Effective August 1, 2007, the Employer will provide to his employees that same medical insurance coverage and upon the same terms and conditions, if any, as that provided by the Portage County Commissioners for their other County employees. In any event, the bargaining unit members will not pay a higher premium for health insurance than any employee of the Portage County Commissioners' medical coverage plan.

VACATIONS

ARTICLE 26

26.01 Each full-time employee, upon completion of the appropriate amount of continuous full-time service with the Employer, shall be entitled to be paid vacation in accordance with the following schedule:

Upon Completion of Years	
1 year	80 hours
7 years	120 hours
13 years	160 hours
22 years	200 hours

26.02 Earned vacation shall accrue on an hourly basis based on the employee's anniversary date in accordance with the above schedule, providing the employee is employed by the Employer at that time

26.03 Employees shall select vacation time off, by in-grade seniority, not later than April 1st of each year. In the event an employee has not selected vacation pursuant to this Article, his vacation time off shall be subject to the approval of the Employer, and on a first come, first served basis. Employees may, if mutually agreed, "sell back" one (1) week of vacation per year.

26.04 Prior service with any political subdivision of the state, including Portage County, shall be used in determining service credit for purposes of vacation accumulation up to an additional one week maximum, according to the following schedule:

An employee with one (1) year prior service shall receive one (1) additional day equal to eight (8) hours of additional vacation yearly;
Two (2) years, two (2) days/sixteen (16) hours;
Three (3) years, three (3) days/twenty-four (24) hours;

total of five (5) days equal to forty (40) hours which is one (1) additional week of vacation per year.

Concurrent service, federal government service and any prior service with a political subdivision of the State which was unpaid and/or voluntary service shall not be considered. Part-time service shall be considered as half the time of service. Service and vacation shall be calculated to the nearest quarter time period. For example, if an employee previously worked six (6) months on a part-time basis for a political subdivision of the State, that employee would have one quarter of a year service credit and receive one quarter of a day vacation added to his accrual, equal to two (2) hours of additional vacation each year.

26.05 A bargaining unit employee who leaves employment shall be paid at their current rate of pay for any earned but unused vacation leave. Such benefit will be provided within thirty (30) days after written notice is given the County.

26.06 If any employee dies while in the employ of the County, the employee's spouse shall be paid the current rate of pay for any earned but unused vacation leave to that employee's credit. If no spouse survives, the current rate of pay for any earned but unused vacation leave is paid then to the employee's estate.

26.07 In the event that a holiday as defined herein falls within an employee's paid vacation period, such employee shall receive holiday pay in accordance with Article 27 in addition to vacation pay.

HOLIDAYS

ARTICLE 27

27.01 All full-time employees shall receive the following paid holidays: New Years Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving Day and Christmas Day.

27.02 Holidays shall be observed on the actual Holiday.

27.03 Employees scheduled to work on the aforementioned holidays shall receive one and one - half (1 ½) times their regularly hourly rate, in addition to their regular pay. Such time will be paid either as cash, or as compensatory time, at the sole discretion of the employee.

27.04 Holidays are not cumulative from year to year, and shall be forfeited if not taken as time off during the year in which they are earned.

27.05 In order to be eligible for the above-paid holidays, the employee must report to work and actually work his last scheduled work day before the holiday, the first scheduled work day after

the holiday, and the holiday, if the employee is scheduled to work such holiday, unless specifically excused from work by the Employer.

27.06 Employees scheduled off on a designated holiday shall receive eight (8) hours holiday pay.

PERSONAL DAYS

ARTICLE 28

28.01 All full-time employees shall receive three (3) paid personal days per year.

28.02 In the event an employee does not have an excused absence and does not request or use any sick leave whatsoever during a given year, then the employee shall receive fourth (4th) and fifth (5th) paid personal days the following year.

28.03 Personal days are not cumulative from year to year and shall be forfeited if not taken as time off during the year.

SICK LEAVE

ARTICLE 29

29.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees, and/or 3) serious illness, injury or death in the employee's immediate family.

29.02 All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours in pay status and may accumulate such sick leave to an unlimited amount.

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

29.04 Sick leave maybe used in segments of not less than one (1) hour.

29.05 Before an absence may be charged against accumulated sick leave, the Sheriff may require such proof of illness, injury or death as may be satisfactory to him or may require the employee to be examined by a physician designated by the Sheriff and paid by the Employer. In any event, an employee absent for more than two (2) days, upon request, must supply a physician's report to be eligible for paid sick leave.

29.06 If an employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Sheriff finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

29.07 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

29.08 The Sheriff may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

29.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, parents, grandparents, step parents and spouse's grandparents. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, spouse, child, brother, sister, parent-in-law, grandchildren, grandparents, step parents and spouse's grandparents, and such time will not exceed five (5) working days.

29.10 Upon the retirement or disability of an employee who has not less than ten (10) years of continuous employment with the Employer and who has qualified for benefits from a State of Ohio Public Employee Retirement System, such employee shall be entitled to receive a cash payment equal to the following formula:

Effective 1/1/2015
- 25% of the first 960 hours of unused sick leave, plus
- 30% of such hours more than 960 but less than 1,501, plus
- 40% of such hours more than 1,500.

All hours must be certified by the Sheriff's Department. For purposes of this section only, sick leave credits earned prior to employment with Portage County Sherriff's Department shall not be included. This payment can be collected only once by eligible employees.

INJURY LEAVE

ARTICLE 30

30.01 When an employee is injured while performing responsibilities required by the Employer, he shall be eligible for a paid leave not to exceed one hundred twenty (120) calendar days. There will be a five (5) working day waiting period before this provision applies, in which the employee may use sick leave. The granting of injury leave shall not be unreasonably denied. If the employee qualifies for Workers' Compensation benefits during the period of injury, the benefits shall be paid to the Employer and any sick days or sick time used during the waiting period shall be returned to the Employee.

30.02 If at the end of this one hundred twenty (120) calendar day period, the employee is still disabled, the leave may, at the Employer's sole discretion, be extended for additional thirty (30) calendar day periods, or parts thereof,

30.03 The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the Employer shall extend the period of leave or if the injury was duty related.

FAMILY MEDICAL LEAVE

ARTICLE 31

31.01 An employee who becomes pregnant shall, upon request made to the Employer, be granted leave to absent herself from work for maternity purposes. The date of departure and the date of return to work shall be selected by the employee and she shall notify the Employer of these dates as far in advance as is practicable. The employee, at her option, may utilize any or all of her accrued paid leave for maternity purposes. After accrued paid leave is exhausted the employee shall be placed on maternity leave of absence without pay, not to exceed six months inclusive of all paid leave taken. Health insurance coverage shall continue for this period. At the expiration of six months, additional leave may be granted to the employee, at the sole discretion of the Employer.

31.02 The parties hereby adopt the mandatory provisions of the Family Medical Leave Act (FMLA) by reference. It is agreed that FMLA entitlements shall be used concurrently with existing leave entitlements. Seniority shall accumulate during a FMLA designated leave and existing insurance coverage shall be maintained.

FUNERAL LEAVE

ARTICLE 32

32.01 An employee shall be granted time off with pay (not to be deducted from the employee's sick leave) for the purposes of attending the funeral of a member of the family. The employee shall be entitled to a maximum of three (3) workdays for each death in his immediate family (as defined in 29.09 above), one of which must be the day of the funeral. In the case of a death of an employee's grandparent or spouse's grandparent, an employee shall receive one (1) day with pay for the purpose of attending the funeral service.

JURY DUTY LEAVE

ARTICLE 33

33.01 Any employee who is called for jury duty shall suffer no loss in pay, Any compensation received from such court for jury duty, as provided for in the Ohio Revised Code, shall be surrendered to the Employer.

MILITARY LEAVE

ARTICLE 34

34.01 All bargaining unit members employed by the Portage County Sherriff's Department who are members of the Ohio National Guard, the Ohio Military Reserves, the Ohio Naval Militia, or members of other reserve components of the Armed Forces of the United States, are entitled to a leave of absence from their respective duties without loss of pay; not to exceed 31 days in any calendar year, for such time they are in the military service, on field training or active duty.

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

NO STRIKE

ARTICLE 35

35 01 The Union does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of service from the Employer.

35.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

35.03 It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violation of this Article would give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Employer shall be entitled to seek and to obtain immediate injunctive relief.

35.04 It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate discharge or other disciplinary action.

HEALTH AND SAFETY /COMMUNICATION

ARTICLE 36

36.01 The Employer agrees to furnish and to maintain, in safe working condition, all tools, facilities, vehicles, supplies, and equipment required to safely carry out the duties of each employee. Employees are responsible for immediately reporting any unsafe conditions or practices, and for properly using and caring for all tools and equipment furnished by the Employer. Building and grounds are to be smoke free and employees are not entitled to smoke breaks while on paid time. While on unpaid time, an employee on the property of the Employer shall conform to the same smoking policy in place for all personnel in the building and on the grounds of the Employer. For example, if the Employer allows people to smoke in a particular area on the grounds, bargaining unit employees in an unpaid status shall be able to smoke in the same area.

BULLETIN BOARDS

ARTICLE 37

37.01 The Employer shall furnish a wall space within the department for the purpose of a bulletin board to be used by members of the Union.

(A) Such bulletin board shall be used only for posting notices bearing the written approval of the Union, and shall be solely for Union business and recreational and social activities of the Union,

(B) There shall be no notice or other writings posted which contain anything political, controversial, or critical of the Employer or any other institutions, or any employee or other persons.

37.02 A copy of all items to be posted shall be provided to the Employer at the time of posting.

NON-DISCRIMINATION

ARTICLE 38

38.01 The Employer and the OPBA agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex or handicap.

38.02 The OPBA expressly agrees that membership in the OPBA is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

MISCELLANEOUS

ARTICLE 39

39.01 In any instance where the Employer sends an employee for a medical examination, including drug testing, the Employer shall pay the cost of the examination and/or testing and shall pay the employee for the time expended taking such examination and/or testing, provided such time is beyond the employee's regular scheduled shift.

39.02 Employees may request approval for private, part-time employment from the Sheriff, which approval shall not be unreasonably denied.

39.03 The Employer shall provide adequate training and ammunition to employees in order for employees to become certified under R. C. Sec. 109.08.

WAIVER IN CASE OF EMERGENCY

ARTICLE 40

40.01 In the case of circumstances beyond the control of the Employer, such as an Act of God, riot, flood, civil disorder, earthquake, or other similar situation which may require a declaration of emergency by an appropriate governmental official, the Union agrees that the Employer reserves the right, during any such emergency, to assign employees to work duties without regard to the provisions of this Agreement.

CONFORMITY TO LAW

ARTICLE 41

41.01 The invalidity of any provision(s) of this Agreement by reason of any State or Federal law shall not affect the validity of the surviving provisions.

GENDER AND PLURAL

ARTICLE 42

42.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural shall be construed to include the singular, and words whether in the masculine, feminine or neutral gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

HEADINGS

ARTICLE 43

43.01 It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

OPPORTUNITY TO NEGOTIATE

ARTICLE 44

44.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

44.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

TOTAL AGREEMENT

ARTICLE 45

45.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all memorandums of understanding, rules, regulations, benefits and past practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modifications or discontinuance being subject to any grievance or appeal procedure herein contained.

DURATION

ARTICLE 46

46.01 This Agreement shall become effective at 12:01 on January 1, 2015 and shall continue in full force and effect, along with any amendments made or annexed hereto, until midnight, December 31, 2017.

EXECUTION

ARTICLE 47

47.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 9th day of November, 2015.

FOR THE OPBA:

Heath Wilson

Date 11/9/15

FOR THE EMPLOYER:

David W. Doak

Date 11-9-15

PORTAGE COUNTY BOARD OF COMMISSIONERS

Maureen T. Frederick, President

Date

Kathleen Chandler

Kathleen Chandler, Vice President

Date 11/9/2015

Vicki A. Kline

Vicki A. Kline, Board Member

Date 11/9/2015

APPENDIX A - EMPLOYEE RIGHTS

You have been served with, a Notice of Discipline. Under the labor contract, you have the rights as Listed below. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.

If, after reading your rights and discussing the matter with your Union representative, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to your Appointing Authority.

If you disagree with the discipline, you may state your reasons in writing in the space provided below, and return this form to your Appointing Authority within five (5) working days of receipt of the Notice of Discipline.

RIGHTS:

1. You are entitled to representation by the Union, to represent you at each step of this procedure.

2. You have the right to object to the proposed discipline by filing a disciplinary grievance within five (5) days of receipt of the proposed discipline with your Appointing Authority.

3. If you file your objections, the Appointing Authority will hold a formal meeting within ten (10) days of receipt of this form to discuss the matter. You may have representation at this meeting.

4. The Appointing Authority will report his/her decision within fifteen (15) days following the close of the hearing.

5. You will have ten (10) days after receipt of the Appointing Authority's decision in which to appeal the decision pursuant to the Arbitration Procedure.

6. No recording will be made of discussions or questioning unless you are informed and are provided a copy of the transcript or record within at least five (5) working days prior to the date of the arbitration. Cost of the record or transcript shall be paid by the party requesting the copy of the transcript.

7. The cost of the arbitrator will be paid by the losing party.

APPENDIX B - APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To The Employee:

This form must be returned within five (5) working days to the Appointing Authority.

_____ I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE

_____ I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING REASONS: (Optional)

_____

_____

_____

_____

_____

_____

(If more space is needed, attach extra sheets of paper.)

Signature: _____ Date: _____

Approved Date: _____

Appointing
Authority Signature: _____

APPENDIX C - NOTICE OF DISCIPLINARY ACTION

TO: _____

FROM: _____

DATE: _____

SUBJECT: Proposed Disciplinary Action

You are hereby notified that your Appointing Authority (Employer) proposes to take the following disciplinary action against you:

_____
_____
_____
_____
_____
_____
_____
_____

_____
APPOINTING AUTHORITY

RESOLUTION NO. 15-0974 - **RE: ENTER INTO COLLECTIVE BARGAINING AGREEMENTS BETWEEN THE PORTAGE COUNTY BOARD OF COMMISSIONERS FOR THE PORTAGE COUNTY SHERIFF'S DEPARTMENT AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION FOR THE DEPUTY SHERIFFS.**

It was moved by Kathleen Chandler, seconded by Maureen T. Frederick that the following resolution be adopted:

RESOLVED, that the Board of Portage County Commissioners does agree to enter into collective bargaining agreements between the Portage County Commissioners, the Portage County Sheriff and the Ohio Patrolmen's Benevolent Association for the Sheriff's Department Deputy Sheriffs; and be it further

RESOLVED, that these agreements shall become effective January 1, 2015 and shall continue in full force and effect until December 31, 2017; and be it further

RESOLVED, that the Board of Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meeting open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Roll call vote as follows:

Maureen T. Frederick, Yea; Kathleen Chandler, Yea; Vicki A. Kline, Absent;

* * * * *

I, Clerk of the Board of County Commissioners do hereby certify that the foregoing is a true and correct copy of a resolution of the Board of County Commissioners of Portage County duly adopted November 24, 2015 and appearing upon the official records of said Board, Volume 84, page ___.

Clerk, Portage County Board of Commissioners