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# AGREEMENT

BETWEEN

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



AND

THE HIGHLAND COUNTY SHERIFF'S OFFICE

January 1, 2015 to December 31, 2017

**Sergeants, Deputy Sheriff's, Dispatchers, Corrections  
Officers**

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**ARTICLE 1  
AGREEMENT**

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

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth in its entirety, the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

**ARTICLE 2  
RECOGNITION**

- A. The Employer hereby recognizes the Labor Council as the sole and exclusive bargaining agent for those employees in the bargaining unit. All Articles of this Agreement shall cover all classifications within the four (4) bargaining units unless otherwise excluded by specific language within a specific Article. Wherever used in this Agreement, the terms "bargaining unit" shall be deemed to include those full-time individuals employed by the Employer in the classifications of the units listed as follows:

Unit A: Sergeants  
Unit B: Road Patrol Deputies, Detective  
Unit C: Dispatchers,  
Unit D: Corrections Officers (Jailers)

- B. All positions and classifications not specifically established as being included in the bargaining unit shall be excluded from the bargaining unit.
- C. Should the Employer create a new position or reclassify a position presently in the bargaining unit, the Employer shall meet with the Labor Council to discuss the inclusion of the new position in the bargaining unit. If agreement cannot be reached, the matter shall be submitted to SERB pursuant to O.R.C. 4117.

**ARTICLE 3  
UNION REPRESENTATION**

- A. The Employer agrees to admit not more than two (2) Labor Council staff representatives to the Employer's facilities during the Employer's normal office business hours. The staff representative(s) shall be admitted to the Employer's facilities and sites, for the purpose of processing grievances or attending meetings as permitted herein, providing reasonable advance notice is given to the Employer.
- B. The Labor Council shall submit in writing the names of employees who will act as grievance representatives for processing grievances as outlined in the Grievance

procedure. The Employer shall recognize as Labor Council representative, the Chairman of the Grievance Committee or in his absence the Vice Chairman, and no more than one (1) other representative who are all employees of the bargaining unit.

- C. The Labor Council shall provide to the Employer an official roster of its officers and Labor Council representatives which is to be kept current at all times and shall include the following:
1. Name.
  2. Address.
  3. Home Telephone Number.
  4. Immediate Supervisor.
  5. Labor Council Office held.

No employee shall be recognized by the Employer as a Labor Council representative until the Labor Council has presented the Employer with written certification of that person's selection.

- D. The investigation and writing of grievances will be to the extent possible on non-duty time. The authorized representative may obtain needed information from the office during duty hours, provided the office is open and the employee receives authorization from his immediate supervisor prior to contacting the office. In the event of on-duty personnel being involved in the investigation process, the grievance representative shall obtain permission from the Sheriff or his designee. The Employer agrees to cooperate to the extent the requirements of the Department are given primary considerations.

Grievance hearings will be scheduled by mutual agreement of both parties. If grievance hearings are scheduled during an employee's regular duty hours, the employee, grievance representatives, or required witnesses shall not suffer any loss of pay while attending the hearing.

- E. Rules governing the activity of Labor Council Representatives are as follows:
1. The Labor Council agrees that no official of the Labor Council, employee or non-employee shall interfere, interrupt, or disrupt the normal work duties of other employees. The Labor Council further agrees not to conduct Labor Council business during working hours except to the extent specifically authorized herein.
  2. The Labor Council shall not conduct Labor Council activities in any work areas without notifying the supervisor in charge of that area of the nature of the Labor Council activity.
  3. The Labor Council employee official (Chairman, Vice-Chairman, or representative) shall cease Labor Council activities immediately upon the request of the supervisor of the area where the Labor Council activity is

being conducted or upon the request of the employee's immediate supervisor.

4. Labor Council representatives may contact grievance representatives by phone during duty hours provided the work schedule is not disrupted.
5. A Labor Council employee official abusing the rules of this section is subject to disciplinary action.

#### **ARTICLE 4 MANAGEMENT RIGHTS**

- A. The Labor Council 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:
1. To determine the functions and programs of the Employer;
  2. To determine the standards of services to be delivered;
  3. To determine the overall budget;
  4. To determine how technology may be utilized to improve the Employer's operations;
  5. To determine the Employer's organizational structure;
  6. To direct, supervise, evaluate or hire employees;
  7. To maintain and improve the efficiency and effectiveness of the Employer's operation;
  8. To determine the overall methods, process, means or personnel by which the Employer's operations are to be conducted;
  9. To suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
  10. To determine the adequacy of the work force;
  11. To determine the overall mission of the Sheriff's Department as a unit of government;
  12. To effectively manage the work force; and
  13. To take actions necessary to carry out the mission of the Employer as a governmental unit.

- B. The Labor Council 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.

**ARTICLE 5  
NO STRIKE/NO LOCKOUT**

- A. The Employer and the Labor Council recognize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties therefore agree to the following:
  - 1. During the term of this Agreement, the Labor Council shall not authorize, cause, engage in, sanction or assist in any sick call, work stoppage, strike, sympathy strike or slowdown which affects the Employer or his operations. Should any employee(s) engage in a sick call, work stoppage, strike, sympathy strike or slowdown, the Labor Council will promptly do whatever it can to prevent or stop such 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 Labor Council officer of the Local.
- B. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violates paragraph A of this Article is subject to discipline or discharge by the Employer. Disciplinary action taken in accordance with the provision of this Article shall be subject to the Grievance Procedure Article.
- C. 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 paragraph A of this Article.
- D. 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 6  
DUES DEDUCTIONS**

- A. The Employer agrees that upon receiving written authorization from an employee, it will deduct from the wages of any employee, who is a member of the Labor Council, all Labor Council membership dues uniformly required. The Labor Council will notify the County Auditor annually of the dues it charges and its current membership, and will update this information as needed. All dues collected shall be paid over by the Employer once each month to the Fraternal Order of Police, Ohio Labor Council, at 222 East Town Street, Columbus, Ohio 43215.

- B. The Employer agrees to deduct Labor Council dues uniformly required once each month from the second paycheck of the month. Upon receipt of the written authorization, the Employer will deduct Labor Council dues uniformly required from the payroll check for the next period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.
- C. Any employee who voluntarily submits a dues check off authorization and who thereafter revokes the authorization or any other employee who is a member of the bargaining unit(s) who has not submitted a dues deduction authorization, shall pay to the Labor Council, through payroll deduction, a fair share fee for the duration of this Agreement. The fair share fee is automatic and does not require the employee to become or remain a member of the Labor Council, nor shall the fair share fee exceed the dues paid by the members of the Labor Council in the same bargaining unit. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration and pursuing matters directly affecting wages, hours and other terms and conditions of employment of bargaining unit members. The Labor Council shall annually certify to the Employer the amount of the fair share fee. The Labor Council shall prescribe a rebate and challenge procedure which complies with O.R.C. Section 4117.09(C) and federal law and shall notify the Employer of the calculations of how the fair share fee is determined on an annual basis.
- D. The Employer shall be relieved from making such individual deductions upon an employee's:
1. Termination of employment;
  2. Transfer to a job other than one covered by the bargaining units;
  3. Layoff from work;
  4. Unpaid leave of absence.
- E. The parties agree that neither the employees nor the Labor Council 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 an 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 Labor Council dues deduction would normally be made by deducting the proper amount.
- F. The Labor Council agrees to save the Employer and the County of Highland harmless in the event of any legal controversy with regard to the application of this Article.

**ARTICLE 7  
BULLETIN BOARDS**

- A. The Employer shall provide bulletin board space for use by the employees of the Labor Council bargaining units. Material posted on the board shall relate only to Labor Council meetings, elections, social events, reports and decisions affecting the employees in the bargaining units.
- B. The Employer retains the right to remove for just cause any material from the bulletin board. The Employer agrees to provide to the Labor Council representative any material so removed.
- C. No Labor Council related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin board space designated for use by the Labor Council, unless approved by the Employer or his designee.

**ARTICLE 8  
NON-DISCRIMINATION**

- A. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.
- B. The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Labor Council, and the Employer shall not discriminate, interfere, restrain or coerce any employee because of Labor Council membership or because of any legal employee activity in an official capacity on behalf of the Labor Council, as long as that activity does not conflict with the terms of this Agreement.
- C. The Labor Council agrees not to interfere with the rights of employees to refrain from membership in the Labor Council and the Labor Council shall not discriminate, interfere, restrain or coerce any employee exercising the right to abstain from membership in the Labor Council or involvement in Labor Council activities.
- D. Both parties to this Agreement agree to implement the provisions of this Agreement in accordance with the provisions of the Americans with Disabilities Act of 1990.

**ARTICLE 9  
DISCIPLINARY ACTION**

- A. No employee shall be reduced in pay, suspended or discharged except for just cause.

- B. Except in instances where the employee is indicted for a felony or found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner in accordance with the Employer's policy. Methods of discipline may involve the following penalties:
1. Verbal warning;
  2. Written reprimand;
  3. Suspension without pay;
  4. Working suspensions;
  5. Fines of vacation days;
  6. Demotions, reductions in rank or pay;
  7. Long term suspensions with or without pay;
  8. Terminations; or
  9. Any combination of the above 1-8 that is appropriate to the offense committed.
- C. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.
- D. The Employer agrees not to discharge or suspend an employee without first arranging for a hearing. This hearing is to be held between the Employer, the employee, and their representatives. The employee will be placed on Administrative leave with pay from the active performance of regular duties until the pre-disciplinary hearing is held on the allegations. The parties may mutually agree to extend the time of the hearing. Extensions of the time of hearing at the employees request shall stop the Administrative Leave with pay, at which time the employee may use vacations, comp-time or personal leave, during the requested extension.
- E. Appeals from either discharge, suspension or demotion must be submitted in accordance with the grievance procedure to Step 3.
- F. Appeals from either oral or written disciplinary actions that do not result in loss of pay shall not be subject to the arbitration procedure.
- G. Records of disciplinary actions that result in loss of pay shall cease to have force and effect or be considered in future discipline matters thirty-six (36) months after their effective date, providing there are no intervening disciplinary actions taken during that time period. Records of verbal or written reprimands that do not result in loss of pay shall cease to have force and effect or be considered in future discipline matters twelve (12) months after their effective date, providing there are no intervening disciplinary actions taken during that time period.
- H. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.
- I. Questioning or interviewing of an employee should normally be conducted at hours reasonably related to his shift, preferably during or immediately before or

after his working hours. If an employee requests, he shall be given a reasonable opportunity to consult with or have a representative present during questioning or interviewing.

- J. At the request of either party, interviews, or portions thereof, with a member conducted during the course of an investigation will be taped (audio). Tapes will be made by either party. If a transcript of the tape is made by the Employer, the member will be provided a copy of such transcript upon written request directly to the Employer.
- K. Any employee who is charged with a violation which may result in disciplinary action will, upon request reasonably in advance of any hearing, be provided access to transcripts, records, written statements, and tapes pertinent to the case within a reasonable time, if such are to be used in the department hearing on the charge involved.
- L. No polygraph shall be utilized for the purpose of the disciplinary procedure unless mutually agreed upon.
- M. Any employee charged with or under indictment for a felony who is not disciplined or discharged by the Employer, may be placed on a leave of absence without pay until resolution of the court proceedings. An employee may use accrued but unused vacation, holiday, or compensatory time during the leave. An employee found guilty by the trial court of a felony shall be summarily discharged. Where the charges are reduced to a misdemeanor, the employee may be subject to discipline pursuant to the terms of this Article. An employee found innocent of the charges shall be paid for all lost straight time hours and shall have any vacation, holiday and/or compensatory time used restored to his credit. The employee will be given the opportunity to continue his health insurance benefits by paying the premiums during the unpaid leave.
- N. Probationary removals or extensions of initial hire probationary periods that end in a removal are not appealable under this agreement, nor do these types of probationary removals require a pre-disciplinary hearing.

## **ARTICLE 10 GRIEVANCE PROCEDURE**

- A. Grievance Policy.

The Employer and the Labor Council recognize that in the interest of effective personnel management, a procedure is necessary whereby employees can be assured of prompt, impartial and fair processing of their grievances. Such procedure shall be available to all employees except those employee on probation as newly hired employees, and no reprisals shall be taken against any employee for initiating or participating in the grievance procedure in good faith. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement, nor those matters not covered by this Agreement.

B. Grievance Defined.

A grievance shall mean the misinterpretation, misapplication or violation of a specific provision of this Agreement. Any grievance shall contain specific reference to the provision(s) of the Agreement allegedly violated, or to the specific disciplinary action.

C. When a grievance originates from a level above the first step of the grievance procedure, the parties (Labor Council and the Employer) may agree to submit the grievance directly to the next step or level from which it originates.

D. A grievance may be brought by any employee covered by this Agreement. Where a group of bargaining unit members desire to file a grievance involving an incident affecting several employees in the same manner, one employee who may be a Labor Council Local Steward, shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

E. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided shall be considered resolved based upon management's last answer.

F. Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties.

G. It is the mutual desire of the Employer and the Labor Council to provide for prompt adjustment of grievances with a minimum amount of interruption of work schedules. Every responsible effort shall be made by the Employer, the employees and the Labor Council to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedures shall be followed:

STEP 1.

In order for an alleged grievance to receive consideration under this procedure, the grievant must identify the alleged grievance to the supervisor designated by the Employer within ten (10) working days of the occurrence that gave rise to the grievance or within ten (10) working days of when the events or circumstances should have been known by the grievant. The supervisor shall investigate and provide an appropriate answer within five (5) working days following the date on which the supervisor was presented the grievance. Grievances brought to the attention of the supervisor beyond the ten (10) working day limit shall not be considered.

## Step 2.

If the grievance is not resolved in Step 1, the employee, with the appropriate Labor Council representative, if the former desires, shall reduce the grievance to writing and shall, within five (5) working days, refer the written grievance to the supervisor at Step 2 of the grievance procedure. The supervisor shall have five (5) working days in which to schedule a meeting, if he deems such necessary, with the aggrieved employee and his representative. The supervisor shall investigate and respond in writing to the grievant within five (5) working days following the meeting date.

## Step 3.

If the grievance is not resolved at Step 2, the employee with the appropriate Labor Council representative, if the former desires, may refer the grievance to the Sheriff, within five (5) working days after receiving the Step 2 reply. The Sheriff shall have five (5) working days in which to schedule a meeting with the aggrieved employee and his appropriate Labor Council representative, if the former desires. The Sheriff shall investigate and respond to the grievant and/or the appropriate Labor Council representative within ten (10) working days following the meeting.

## Step 4. Arbitration.

If a grievance is not satisfactorily settled in Step 3, the Labor Council may make a written request that the grievance be submitted to binding arbitration. A request for arbitration must be submitted within fifteen (15) calendar days following the date the grievance was answered in Step 3 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the third step reply.

Upon receipt of a request for arbitration, the Sheriff or his designee and the representative of the Labor Council shall within ten (10) working days following the request for arbitration jointly agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service or Arbitration Mediation Services (AMS). The parties agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. The parties shall select an arbitrator within ten (10) working days from the date the list of seven (7) arbitrators is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the Federal Mediation and Conciliation Service or AMS. The parties shall flip a coin to determine who shall be the first to strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by the Federal Mediation and Conciliation Service or AMS and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service or AMS.

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

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to, subtract from or modify the language therein in arriving at his determination on any issue presented that is properly within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief of an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or of suspension the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to ten (10) days 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 of the grievance, on the grounds the matter is non-arbitrable or beyond the arbitrator's jurisdiction.

The first question to be placed before the arbitrator may be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding upon the Labor Council, the employee and the Employer. Expenses of any witnesses shall be borne, if any, by the party calling the witness, except that employees who may be required to testify or be present as grievance representatives while on a normal paid status, shall not receive any reduction in wages for such time required to be in the hearing. The Employer retains the right to reschedule the normal working hours of grievance representatives in order to avoid excessive release times. The fees of the court reporter shall be paid by the party asking for them; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript. All costs involved in obtaining the list of arbitrators and all other costs directly related to the services of the arbitrator shall be paid equally by the Labor Council and the Employer.

- H. All grievances should contain the following information and must be filed using the grievance form mutually agreed upon by both parties:

1. Aggrieved employee's name and signature;
  2. Aggrieved employee's classification;
  3. Date grievance was first discussed and name of supervisor with whom the grievance was discussed;
  4. Date grievance was filed in writing;
  5. Date and time grievance occurred;
  6. The location where the grievance occurred;
  7. A description of the incident giving rise to the grievance;
  8. Specific Article and Sections of the Agreement violated;
  9. Desired remedy to resolve the grievance.
- I. For purposes of this Article, work days shall be defined as those days upon which the employee was scheduled to perform services for the Employer. In counting work days at each step of the grievance procedure, the parties agree to count the work days of the employee when the employee is the moving party and the work days of the Employer when the Employer is the responding party.
- J. The parties shall provide each other with a list of designated representatives for each step of the grievance procedure.
- K. The grievance procedure shall not be available to employees removed during their probationary period.

#### **ARTICLE 11 WORK RULES**

- A. The Labor Council recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees, and the conduct of the Employer's services and programs.
- B. It is the Employer's intention that work rules, regulations, policies and procedures should be interpreted and applied uniformly to all bargaining unit employees under similar circumstances. Work rules and regulations shall not be adopted that are in violation of the express terms of this Agreement.
- C. Each employee shall have direct access to the Employer's handbook containing those rules and regulations which have been adopted as of that date. Any additions or amendments to the handbook or any additional work rules or regulations shall be reduced to writing, posted on department bulletin boards

and signed by all bargaining unit employees to acknowledge the awareness of the addition or amendment within five (5) working days of the posting. An employee on leave of absence, sick leave or vacation shall be required to sign the acknowledgment within three (3) working days upon return to work. This Section does not limit the right of the Employer to implement a work rule prior to the conclusion of the acknowledgment period.

This Section shall not be interpreted in any manner to relieve an employee of his/her responsibilities to follow reasonable rules and procedures of good conduct whether or not such rules and procedures have been reduced to writing.

- D. Should the Employer establish any work rule, regulations, policy or procedure which the Labor Council believes is in conflict with any express term of the Agreement, the Labor Council through an employee representative may challenge such matter through the grievance procedure.

**ARTICLE 12  
LABOR/MANAGEMENT COMMITTEE**

- A. In the interest of sound Labor/Management relations, the Labor Council and the Employer will meet at agreeable dates and times for the purpose of discussing those matters outlined in paragraph B below. No more than three (3) employee representatives of the Labor Council, three (3) representatives of the Employer and one (1) non-employee representative of the Labor Council shall be permitted to attend such meetings.
- B. The party requesting shall furnish an agenda at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting. The Labor Council shall submit the names of those Labor Council representatives who will be attending prior to the scheduling of the meeting. Neither party has an obligation to act upon the issues raised.
- C. The purpose of such meeting shall be to:
  - 1. Discuss the administration of this Agreement;
  - 2. Notify the Labor Council of changes made by the Employer which affect bargaining unit members;
  - 3. Discuss grievance which have not been discussed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
  - 4. Disseminate general information of interest to the parties;
  - 5. Give the Labor Council representative the opportunity to share the view of their members;

6. Discuss ways to improve efficiency and work performance;
  7. Consider and discuss health and safety matters.
- D. Local Labor Council employee representatives attending Labor Management meetings shall not suffer a loss in pay for straight time hours spent in such meetings, if held during the employee's regularly scheduled hours of work.

**ARTICLE 13  
REDUCTION IN FORCE**

- A. When the Employer determines that a long term layoff or job abolishment is necessary, they shall notify the affected employees and the Labor Council seven (7) working days in advance of the effective date of layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-time layoff, lasting seventy-two (72) hours or less, as soon as possible. The Employer, upon request from the Labor Council, agrees to discuss with representatives of the Labor Council, the impact of the layoff on bargaining unit employees.
- B. The Employer shall determine in which classification layoffs will occur. Within each affected classification, employees will be laid off in the following order:
1. Temporary and part-time employees in all classifications in the bargaining unit;
  2. Initial Probationary employees within the classification which the reduction occurs;
  3. Permanent employees in the inverse order of their seniority in the classification as defined by this Agreement.
- C. Classifications for the purpose of this Article shall be as follows: Sergeants, Deputies (Road, Detectives, Civil Deputies), Correction Officers (Jailers), and Dispatchers.
- D. Bumping rights shall be by seniority within the classification, including previous seniority recreated by a reinstatement, and shall be for the following series only: Sergeant to Deputy. Sergeants bumping to Deputy shall be permitted to utilize total seniority within those two classifications for the purposes of bumping.

Employees with previously accumulated seniority (other than Sergeants bumping to Deputy) in a previously held classification shall be permitted to utilize that previously accumulated office seniority to bump back into the classification last held prior to the classification affected by the layoff. Employees may also use office seniority to bump any other bargaining unit position the Sheriff deems the employee qualified to perform. Employees will receive a response from the Sheriff, in writing, whether or not they are qualified within five (5) days of their

request to bump. Any employee who is displaced shall have five (5) days to request their bump in writing.

- E. In the event that an employee is laid off in a classification and other permanent employees within that classification are unavailable to temporarily fill a shift, special deputies may be used to fill the shift.
- F. When employees are laid off, the Employer shall create a recall list for each classification. The Employer shall recall employees from layoff within each classification as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of twenty-four (24) months or the length of the employee's total seniority with the office after the effective date of layoff.

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

- G. Notice of recall shall be sent to the employee by certified mail with a copy to the Labor Council. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided in writing by the employee. It is the employee's responsibility to maintain a current address with the Employer.
- H. The recalled employee shall have five (5) calendar days following the date of the first attempted delivery of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.
- I. Laid off bargaining unit members are responsible for paying for their insurance premiums while on lay-off to keep their health insurance in place during the period of lay-off that exceeds thirty (30) days.

#### **ARTICLE 14 HOURS OF WORK/OVERTIME/PAY PERIOD**

- A. This Article is intended to define the normal hours of work per week or per work period in effect at the time of execution of this Agreement. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day, per week or per work period.
- B. There shall normally be twenty-six (26) pay periods per year. The bi-weekly period shall be computed between 8:01 a.m. on Sunday through 8:00 a.m. the second Sunday.

- C. All bargaining unit personnel shall be entitled to overtime compensation at one and one-half (1½) times their regular rate of pay for time actually worked in excess of forty (40) hours per week. Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provision in this Agreement.
- D. For purposes of this Section, paid sick leave, compensatory time paid leave, shall not be considered time worked. Time spent traveling to and from work and non-work time spent overnight on official department business shall not be considered time worked for purposes of calculating overtime. Time spent traveling to and from training mandated by the Sheriff will be considered time worked for the purpose of computing overtime. Whenever an employee is required to work overtime in a work period where he has taken sick leave, comp time leave time, the employee shall not be eligible for the premium rate until he has actually worked forty (40) hours per week for all bargaining unit members.
- E. Hours that are mandated worked in excess of the employee's normally scheduled work week shall be compensated at straight time rates until the employee is eligible for overtime compensation as described in paragraph D of this Article.
- F. Eligible employees may elect, in lieu of overtime pay, to accept compensatory time. Compensatory time shall be credited at the rate of one and one-half (1 ½) hours off for each one (1) hour of overtime worked. Compensatory time may be accumulated by an employee, but only to a maximum of one hundred twenty (120) hours of compensatory time, then any future overtime hours shall be compensated with overtime pay. The following rights and conditions shall exist as they pertain to compensatory time:
1. The election of overtime pay or compensatory time is solely the right of the employee, and he shall so indicate his election when reporting the overtime worked;
  2. Requests for compensatory time off shall be honored subject to the operational needs of the Department;
  3. Requests for compensatory time off must be submitted in advance of the time requested;
  4. The Employer may schedule an employee off on compensatory time, so long as such scheduling does not reduce an employee's compensatory time below sixteen (16) hours. Employer scheduled compensatory time shall consist of not less than one (1) full shift.
  5. The Employer shall provide not less than sixteen (16) hours advance notice to an employee of the Employer scheduled compensatory time off;

6. Once an employee has reported to work, compensatory time must be used only by mutual agreement of the employee and the Employer;
  7. Compensatory time off requested by an employee which has been approved and scheduled shall not be canceled except when unanticipated operational needs of the Department would require it;
  8. Requests for compensatory time off in conjunction with vacation shall be honored;
  9. Any employee may elect to convert up to sixty (60) hours of his accrued compensatory time balance existing as of October 31 of each year to cash, payable no later than December 1 of each year. Payment shall be made at the rate of pay existing at the time of cash-in.
    - a. Regular work schedules shall be posted thirty (30) calendar days prior to their effective date.
    - b. Except in emergency circumstances, overtime opportunities for work normally performed by qualified bargaining unit members shall first be offered to those bargaining unit members who normally perform the work before it may be offered to the nonbargaining unit members. Overtime on call-offs within 24 hours before shift shall be called out, otherwise the overtime shall be posted.
- G. The Sheriff may designate dispatcher personnel to work an adjusted work week not to exceed forty (40) hours per week. Such employees are considered "flexible hours employees." Any time worked over the daily regularly scheduled hours shall be taken off within the same reporting week that it is worked. For purposes of this Section, Sunday through Saturday shall constitute the reporting period.

**ARTICLE 15  
COURT TIME AND CALL-IN PAY**

- A. Whenever an employee is compelled to work at a time other than his regular work schedule or is required to appear in court at a time other than his regular work schedule thereby necessitating additional travel to and from work, he shall be guaranteed two (2) hours pay at the overtime rate.
- B. It is understood that any call-in which starts prior to the regular shift and continues into the employee's regular shift or time worked immediately following the regular shift shall not be eligible for the minimum as provided in paragraph A, above.

**ARTICLE 16  
HOLIDAYS**

- A. Full-time employees in the bargaining unit shall receive holiday pay as defined below for the following holidays:

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 <sup>th</sup>
Police Memorial Day	May 15 <sup>th</sup> (comp time only)

- B. The Employer will utilize the following procedures for observing holidays:

1. Employees will be permitted a number of paid days off equivalent to the number of holidays listed in paragraph A with the exception of Police Memorial Day above with the entitlement being in January of each year;

Employees must be on the payroll prior to July 1, of the prior year to be credited with all the holidays, otherwise they will be prorated for the number earned.

2. In order to take a day off under this procedure, the employee must submit a request in writing to the Employer no later than two (2) weeks prior to the day being requested;
3. The days off will be paid at the straight time rate;
4. Days off for holidays will be earned as each holiday occurs for credit the next January 1.
5. Employees who work on one of the holidays listed above, except Christmas Day and Thanksgiving Day will be compensated at their regular straight time rate. Employees who work Christmas Day or Thanksgiving Day shall be entitled to pay for such time worked at one and one-half (1 ½) times his regular base rate of pay.

- C. Employees who are not available for duty on any of the above designated holidays due to unpaid leave as defined elsewhere in this Agreement, or due to disciplinary suspension, shall not be eligible for holiday time off for that holiday.

- D. If the Ohio legislature adds September 11 as a holiday to the holidays celebrated by County employees under Ohio Revised Code 325.19, then the members of

the bargaining unit will also receive September 11 as a holiday. If the legislature enacts this prior to September 11, in any year, the bargaining unit members will receive the holiday in that year.

- E. Police Memorial Day will be a holiday for which bargaining unit members will receive four (4) hours compensatory time only. The Compensatory time will be credited to the bargaining unit members account on May 15 of each year of the agreement.

**ARTICLE 17  
VACATION**

- A. Full-time employees shall be eligible for paid vacation leave according to the following eligibility guidelines. All vacation will be earned and credited under the Ohio Revised Code 325.19:

After 1 year of service - 2 weeks vacation or 0.03875 hours for every hour paid.

After 8 years of service - 3 weeks vacation or 0.0575 hours for every hour paid.

After 15 years of service - 4 weeks vacation or 0.0775 hours for every hour paid.

After 25 years of service - 5 weeks vacation or 0.09625 hours for every hour paid.

- B. Employees will not be entitled to vacation leave under any circumstances until he or she has completed one (1) year of employment with the Employer.
- C. Vacation schedules shall be arranged at a mutually satisfactory time in accordance with workload requirements of the Employer. The Employer maintains the right to deny the scheduling of vacations during peak work loads.
- D. Vacation requests must be submitted no later than January 1 of each year and shall be granted based on classification seniority. Requests received after the January 1 deadline shall be scheduled on a first come, first served basis.
- E. Vacation leave shall be earned while in active pay status, but additional vacation leave shall not be accrued through the accumulation of paid overtime.
- F. Vacation shall be non-accumulative from year to year without the permission of the Sheriff. No vacation leave shall be carried over for more than three (3) years.
- G. Vacation leave requests of one (1) hour to sixteen (16) hours shall normally be requested at least twenty-four (24) hours prior to its use. Vacation leave of more than sixteen (16) hours shall normally be submitted at least fourteen (14) days prior to its requested date of use. Vacation usage will not be unreasonably denied.

**ARTICLE 18**  
**SICK LEAVE**

- A. Sick leave shall not be used in place of any other paid leaves. Sick leave's sole purpose is to provide income insurance to the employees for lost time due to illness or injury. Employees of the Employer will be entitled to sick leave computed as follows:
1. Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during an unpaid leave of absence or layoff.
- B. An employee may request sick leave for the following reasons:
1. Illness or injury of the employee or a member of his or her immediate family;
  2. Exposure of the employee or a member of his or her immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;
  3. Death of a member of the employee's immediate family;
  4. Medical, dental or optical examinations or treatment of the employee or a member of his or her immediate family which requires the employee's presence and which cannot reasonably be scheduled during non-working hours;
  5. Pregnancy, childbirth and/or related medical conditions.
- For purposes of the policy, the "immediate family" is defined as only: mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian or other person who stands in the place of a parent.
- C. The Employer shall require an employee to furnish a satisfactory written signed statement to justify the use of sick leave. The Employer may require that the employee furnish a signed statement from a licensed physician justifying the use of sick leave of two (2) consecutively scheduled shifts. Such physician's statement shall include the nature of the illness or injury, the prognosis and the return to work date. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. The Employer maintains the right to investigate any employee's absence.
- D. Notification by employees of sick leave shall be in accordance with departmental policy.
- E. The amount of sick leave time an employee may accrue is unlimited.

- F. Sick leave shall be charged in minimum amounts of one (1) hour.
- G. An employee may elect at the time of retirement from active service with the Employer and with ten (10) years of service with the County and eligible to receive PERS benefits, to be paid in cash for one-fourth (1/4) of the value of his accrued but unused sick leave credit up to one-fourth (1/4) of one hundred twenty (120) days, or a maximum of thirty (30) days. Such payment shall be based on the employee's rate of pay at the time of separation. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at the time.
- H. Any bargaining unit employee who does not use any of his sick leave in any period consisting of one hundred twenty (120) days shall be granted one (1) day of extra time off (personal day) for each one hundred twenty (120) day period. Each one hundred twenty (120) day period begins with the first day following the last incident of sick leave usage and ends one hundred and twenty (120) calendar days later. Donated time does not count against the employee donating the time as a usage under this paragraph, it does count against the user. The personal leave will have the same limits as compensatory time under Article 14 – F for the accumulation of personal days and the payout under Article F – 9.

**ARTICLE 19  
PAYMENT UPON THE DEATH OF AN EMPLOYEE**

- A. In the case of death of a bargaining unit employee, the unused vacation leave, personal leave, compensatory time and if eligible the sick leave retirement pay in accordance with Article 18 – Sick Leave, paragraph G, and any wages for which the employee would otherwise have qualified shall be paid to the employee's estate, upon application by the executor of the estate, or in accordance with applicable sections of the Ohio Revised Code.
- B. Bargaining unit members killed in the line of duty other than through self-infliction, will be entitled to be paid all unused vacation, compensatory time, and personal time accrued to their credit, and fifty percent (50%) of their accrued unused sick leave to their credit, along with any earned and unpaid wages.

**ARTICLE 20  
DONATED TIME**

- A. All bargaining unit employees shall be eligible for donated time benefits, subject to the terms of this Article.
- B. Upon notification by the employee or when it comes to the attention that an employee's sick leave balance is about to be exhausted, the Sheriff or designee shall investigate and consider:
  - 1. The employee's work history;

2. The character of the employee's present ailment;
  3. The prognosis of the employee's physician;
  4. Any recommendation that the employee's immediate supervisor may have concerning the employee's eligibility to receive donated sick leave time.
  5. The employee requesting the donated leave must have exhausted all other paid leaves prior to receiving donated time.
- C. The determination of the Sheriff as to eligibility or non-eligibility of an employee for donated sick leave shall solely be a matter of administrative discretion, shall not be appealable to the grievance procedure, and shall not set a precedence for future determinations of eligibility.
- D. If the Sheriff approves the eligibility of an employee to receive donated sick leave time, any bargaining unit employee wishing to voluntarily donate sick leave for the benefit of the approved recipient shall submit a request in writing to his supervisor listing the name of the beneficiary and the number of hours to be donated.
- E. Bargaining unit employees may donate up to a maximum of forty (40) hours during a calendar year, January 1 through December 31. Such donated hours shall be eliminated from the employee's sick leave balance. Employees who donate sick leave shall not, by such donation, reduce their sick leave balance below eighty (80) hours to their credit. Employees who have a balance of sick leave accumulation below eighty (80) hours shall not be eligible to donate sick leave to another employee.
- F. Employees whose eligibility to receive donated sick leave has been approved by the Sheriff shall be eligible to receive more than eighty (80) hours donated sick leave or other leave time during any twelve (12) month period.
- G. In no event will donated time be employed to extend an employee's period of active duty beyond a recommended retirement or disability retirement date as established by a retirement board physician.
- H. Any donated time processed and not needed by a recipient due to retirement, return to duty, or other reasons shall be returned to donors based on a proration of their original donation.
- I. Donated sick leave shall be donated in full day (eight hour) increments and shall be used in full hour increments by the recipient.

**ARTICLE 21**  
**UNIFORMS AND LEATHER EQUIPMENT**

- A. The Employer will provide required uniforms, insignia and equipment for all new full-time employees as follows:
1. Three (3) summer shirts;
  2. Three (3) winter shirts;
  3. All required badges, patches and insignia for above;
  4. Three (3) pair pants;
  5. Winter jacket or coat;
  6. Hat and badge; and
  7. Any other required uniform articles except as provided in paragraph D.
- B. Uniforms sufficiently damaged or worn out in the line of duty will be replaced upon return of the damaged or worn out uniform to the Employer. All uniforms purchased by the Employer remain the property of the Employer. Dry cleaning or laundering shall be the responsibility of the employee.
- C. The Employer agrees to supply required leather equipment and a weapon for newly hired and certified regular deputies as designated by the Sheriff. Paragraph D shall be subject to availability of funds as determined by the Employer.
- D. Effective January 1, 2009, a uniform and equipment maintenance allowance in the amount of four hundred dollars (\$400.00) for the duration of this Agreement on January 1 each year, shall be paid to each full-time bargaining unit employee as of the date of distribution. Payment of the uniform and equipment maintenance allowance shall be by separate check in January of each calendar year, and shall not be subject to deductions. The uniform and equipment maintenance allowance shall, however, be reported as income on the employee's annual earnings statement (Form W-2) and it shall be the employee's responsibility to demonstrate the allowance was utilized for job-related expenses.

An employee who receives a uniform and equipment maintenance allowance in January and separates from employment during the same calendar year shall have a proportionate amount of such allowance deducted from his final paycheck. Employees hired after January 1 of each calendar year shall not be eligible for a uniform and equipment maintenance allowance until the next regular distribution of such allowance.

**ARTICLE 22**  
**PERSONAL ITEMS**

- A. The Employer agrees to repair or replace employees' personal articles that are destroyed and not protected or covered by another plan, damaged or stolen in the line of duty, so long as the damage or loss is not due to the employee's negligence. Replacement or repair of the personal article must be approved by

the Sheriff. Personal articles covered by this Article shall be defined as watches, eyeglasses, dentures, contact lenses, officer-owned equipment (weapon, nightstick, etc.) and other articles approved by the Sheriff.

### **ARTICLE 23 TRAINING**

- A. The Employer agrees to supply training, equipment and materials for such training as is required by the Employer as a condition of employment.
- B. Any employee that is qualified to carry a firearm shall qualify on the firing range two (2) times each year. The dates for qualification shall be set by the Employer.
- C. Each officer shall qualify with the weapon to be carried on duty and off duty.
- D. The Employer shall assume the cost of range expenses for employees required to carry a firearm for the .40 caliber or 9 mm on-duty and an approved off-duty weapon.
- E. Employees required to drive their private vehicles to travel outside the County to receive training shall be reimbursed for mileage at the IRS approved rate.

### **ARTICLE 24 SAFETY AND EQUIPMENT**

- A. Safety Policy.

The Employer shall make reasonable provisions for the safety, health and welfare of its employees. The employees agree to work cooperatively in maintaining safety in the Highland County Sheriff's Department.

- B. Safe Equipment.

The Employer agrees to discuss safety conditions and practices with employees. Employees are responsible for reporting unsafe conditions and practices, for avoiding negligence, and for properly using and caring for facilities, vehicles, supplies and equipment provided by the Employer.

- C. When a member of the bargaining unit submits a defective safety item, or reports in writing a problem to his supervisor, the Employer or his designee shall respond within one (1) week to the employee's report.
- D. At least twice per year, every cruiser will be taken to a service center designated by the Employer for a complete mechanical/safety check.

**ARTICLE 25**  
**INSURANCES**

- A. The Highland County Board of Commissioners shall have the sole determination of what health insurance plan(s) the Bargaining Unit Members have available. The Commissioners will make this determination in compliance with ORC 305.17.1. The County shall pay the same premium for the Sheriff's Department employees as for other general fund employees, with the County paying 80% of the premium and the bargaining unit member paying 20% of the premium of their health insurance plan. The County will continue efforts at implementing cost containment measures to help maintain the co-pay and deductibles of the benefits offered.
- B. The Employer agrees to indemnify and defend any bargaining unit employee from actions arising out of the lawful performance of his/her official and/or assigned duties.
- C. The County shall provide each member of the bargaining unit a fifteen thousand (\$15,000.00) term life insurance policy at no cost to the employee.
- D. Employer shall continue to make available to bargaining unit members and their eligible dependants substantially similar group health and hospitalization coverage and benefits as existed in the Employer's traditional insurance plan immediately prior to the signing of this Agreement. The Employer reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate any form or portion of insurance coverage referred to in this Article, so long as the new coverage and are substantially similar to the traditional insurance which predated this Agreement. The Employer will not be responsible for changes unilaterally imposed by an insurance provider in benefits or co-payment provisions so long as the Employer uses its best efforts to minimize changes by incumbent insurance providers from one plan year to another.
- E. "The Employer reserves the right to institute cost containment measures relative to insurance coverage so long as basic level of insurance benefits remains substantially similar to the traditional insurance coverage in effect immediately prior to this Agreement. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions in emergency situations, and mandatory out-patient procedures."
- F. "The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carriers or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Employer, nor shall

such failure be considered a breach by the Employer of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Employer, bargaining unit member or beneficiary of any bargaining unit member."

G. Insurance Incentive Programs

1. Bargaining unit members who will be eligible for this program will be:
  - a. Members who are enrolled in the insurance program as of January 1, 2009 and continue to be eligible for medical insurance.
  - b. All new employees who are eligible for the insurance program and are employed after January 1, 2009.
2. Each member must notify the Highland County Sheriff in writing of his/her intent to opt-out of the insurance program, and shall make notification to the Sheriff in writing at least thirty (30) days prior to each pay-out date, verifying the eligibility of payment.
3. Each member opting out of the program must remain out of the program for the entire period of time for twelve (12) month of the following year and must be actively employed by the Highland County Sheriff to be eligible for reimbursement.
4. Persons who are eligible for this program and who are enrolled in the family coverage or new employees eligible for family coverage opting-out shall be reimbursed \$1000.00 annually.
5. Persons who are eligible for this program and who are enrolled or eligible for single coverage or new employees eligible for single coverage opting out shall be reimbursed \$1000.00 annually.
6. A participant in the program will be reimbursed only under 4 or 5 above.
7. Each eligible member opting-out of the Board of Commissioners-approved insurance program shall be reimbursed the second pay in the thirteenth month after the election opt out, after having notified the same as Article 25, G-2 above.
8. Any bargaining unit member who elected to opt-out of the Board approved insurance program who involuntarily loses other insurance coverage through unemployment of spouse, death of spouse, or divorce from spouse will be permitted to re-enroll in the Board-approved insurance program subject to the provisions of the contract with the carrier. Notice of intent to enroll will be provided to the Sheriff in writing not later than the third Monday of the month following a qualifying event

will become effective subject to the provisions of the contract with the carrier.

9. Any bargaining unit member who elected to opt-out of the Board approved insurance program may enroll in the program beginning with the open enrollment period of each year. For enrollment in the open enrollment period, a request for enrollment must be made in a timely fashion subject to the provisions of the contract with the carrier.
10. A bargaining unit member who opted-out of the insurance program and who re-enrolls under 9 shall be paid by the Board all insurance incentive monies for that opted-out year on a pro-rated basis.

**ARTICLE 26  
WORK OUT OF RANK/CLASSIFICATION**

- A. Any employee who is temporarily assigned to perform at a higher paying position and performs the responsibilities of the higher paying position for more than two (2) consecutive calendar days shall be paid at a rate of compensation equal to that normally paid for the higher paying position for all hours worked in the higher paying position starting with the third day of assignment and retroactive to the first day of the assignment.
- B. Employees shall make a request in writing, stating the days and the hours worked out of classification on their payroll sheet for that biweekly pay period.

**ARTICLE 27  
SHIFT DIFFERENTIAL**

- A. A shift differential of 25 cents for all hours worked on the second shift and 25 cents per hour for all hours worked on the third shift shall be paid to the employee, and shall be counted as part of the regular hourly wage for the purpose of computing overtime pay.
- B. Effective January 1, 2016 shift differential listed in A above shall be increased to \$0.30 per hour.
- C. Effective January 1, 2017 shift differential listed in A above shall be increased to \$0.35 per hour.

**ARTICLE 28  
LONGEVITY PAY**

- A. In addition to their regular base pay, each employee who has completed five (5) years of service will receive longevity compensation in accordance with the following schedule effective January 1, 2003:

5 - 9 years of continuous service	15¢ per hour
10-14 years of continuous service	20¢ per hour

15-19 years of continuous service      24¢ per hour  
 20 or more years of continuous service    29¢ per hour

- B. The amount of longevity payment will be determined by the total number of years of continuous service with Highland County Government which has been completed by the employee as of December 1st of the year. Any bargaining unit member receiving service credit towards longevity pay for service outside of Highland County prior to January 1, 2003 will be grandfathered and will continue to receive the credit for the purpose of longevity only.

**ARTICLE 29  
 WAGES**

- A. Effective January 1, 2015, rates of pay for bargaining unit employees shall increase by 2% and shall be as follows:

Sergeants	0-12 Months	12+ Months
Hourly	\$19.96	\$20.59
Annual	\$41,516.80	\$42,827.20

Road Deputy	0-6 Months	7-12 Months	13-23 Months	24-36 Months	Over 36 Months
Hourly	\$17.01	\$17.29	\$17.59	\$18.10	\$18.61
Annual	\$35,380.80	\$35,963.20	\$36,587.20	\$37,648	\$38,708.80

Corrections and Dispatchers	0-6 Months	7-12 Months	13-23 Months	24-36 Months	Over 36 Months
Hourly	\$14.72	\$15.52	\$16.02	\$16.57	\$17.01
Annual	\$30,617.60	\$32,281.60	\$33,321.60	\$34,465.60	\$35,380.80

Dispatch Corporal and Corrections Corporal	0-12 Months	12+ Months
Hourly	\$17.94	\$18.61
Annual	\$37,315.20	\$38,708.80

In lieu of calculating back pay each employee will receive a one hundred-fifty dollars (\$150.00) one-time bonus for 2015, payable the first payroll after the agreement is ratified by the parties.

- B. Effective payroll #1 in 2016, rates of pay for bargaining unit employees shall increase by 1% and on payroll #14 increase by 1.25% and shall be as follows:

1. Pay Period 1, 2016

Sergeants	0-12 Months	12+ Months
Hourly	\$20.16	\$20.80
Annual	\$41,932.80	\$43,264

Road Deputy	0-6 Months	7-12 Months	13-23 Months	24-36 Months	Over 36 Months
Hourly	\$17.18	\$17.46	\$17.77	\$18.28	\$18.80
Annual	\$35,734.40	\$36,316.80	\$36,961.60	\$38,022.40	\$39,104

Corrections and Dispatchers	0-6 Months	7-12 Months	13-23 Months	24-36 Months	Over 36 Months
Hourly	\$14.87	\$15.68	\$16.18	\$16.74	\$17.18
Annual	\$30,929.60	\$32,614.40	\$33,654.40	\$34,819.20	\$35,734.40

Dispatch Corporal and Corrections Corporal	0-12 Months	12+ Months
Hourly	\$18.12	\$18.80
Annual	\$37,689.60	\$39,104

2. Pay Period 14, 2016

Sergeants	0-12 Months	12+ Months
Hourly	\$20.41	\$21.06
Annual	\$42,452.80	\$43,804.80

Road Deputy	0-6 Months	7-12 Months	13-23 Months	24-36 Months	Over 36 Months
Hourly	\$17.39	\$17.68	\$17.99	\$18.51	\$19.04
Annual	\$36,171.20	\$36,774.40	\$37,419.20	\$38,500.80	\$39,603.20

Corrections and Dispatchers	0-6 Months	7-12 Months	13-23 Months	24-36 Months	Over 36 Months
Hourly	\$15.06	\$16.08	\$16.38	\$16.95	\$17.39
Annual	\$31,324.80	\$33,446.40	\$34,070.40	\$35,256	\$36,171.20

Dispatch Corporal and Corrections Corporal	0-12 Months	12+ Months
Hourly	\$18.35	\$19.04
Annual	\$38,168	\$39,603.20

C. Effective payroll #1 in 2017, rates of pay for bargaining unit employees shall increase by 1.25% and on payroll #14 increase by 1.5% and shall be as follows:

1. Pay Period 1, 2017

Sergeants	0-12 Months	12+ Months
Hourly	\$20.67	\$21.32
Annual	\$42,993.60	\$44,354.60

Road Deputy	0-6 Months	7-12 Months	13-23 Months	24-36 Months	Over 36 Months
Hourly	\$17.61	\$17.90	\$18.21	\$18.74	\$19.28
Annual	\$36,628.80	\$37,232	\$37,876.80	\$38,979.20	\$40,102.40

Corrections and Dispatchers	0-6 Months	7-12 Months	13-23 Months	24-36 Months	Over 36 Months
Hourly	\$15.25	\$16.28	\$16.58	\$17.16	\$17.61
Annual	\$31,720	\$33,862.40	\$34,486.40	\$35,692.80	\$36,628.80

Dispatch Corporal and Corrections Corporal	0-12 Months	12+ Months
Hourly	\$18.58	\$19.28
Annual	\$38,646.40	\$40,102.40

2. Pay Period 14, 2017

Sergeants	0-12 Months	12+ Months
Hourly	\$20.98	\$21.64
Annual	\$43,638.40	\$45,011.20

Road Deputy	0-6 Months	7-12 Months	13-23 Months	24-36 Months	Over 36 Months
Hourly	\$17.87	\$18.17	\$18.48	\$19.02	\$19.57
Annual	\$37,169.60	\$37,793.60	\$38,438.40	\$39,561.60	\$40,705.60

Corrections and Dispatchers	0-6 Months	7-12 Months	13-23 Months	24-36 Months	Over 36 Months
Hourly	\$15.48	\$16.52	\$16.83	\$17.42	\$17.87
Annual	\$32,198.40	\$34,361.60	\$35,006.40	\$36,233.60	\$37,169.60

Dispatch Corporal and Corrections Corporal	0-12 Months	12+ Months
Hourly	\$18.86	\$19.57
Annual	\$39,228.80	\$40,705.60

**ARTICLE 30  
WAIVER IN CASE OF EMERGENCY**

- A. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Highland County Commissioners, the Federal or State Legislatures, or the Highland County Sheriff, for such acts of God and civil disorder, the following conditions of this Agreement may automatically be suspended:
1. Time limits for replies on grievances; and
  2. Selected work rules and/or agreements and practices relating to the assignments of all employees.
- B. Upon termination of the emergency should grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they (the grievances) had properly progressed.

**ARTICLE 31  
SEVERABILITY**

- A. This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a Court of competent jurisdiction finds any provision of this Agreement to be invalid, such provisions shall have no further force and effect, but the remainder of the Agreement shall remain in full force and effect.
- B. The parties agree that should any provision of this Agreement be found to be invalid that they will schedule a meeting within thirty (30) days at a mutually agreeable date and time to discuss alternative language on the same subject matter.

**ARTICLE 32  
COPIES OF THE AGREEMENT**

Copies of this Agreement shall be printed and distributed to all members of the bargaining unit and to all probationary employees hired during the term of the Agreement. The cost of printing shall be paid by the parties for those individuals they represent.

**ARTICLE 33  
ALCOHOL AND DRUG TESTING**

- A. Alcoholism or drug abuse are recognized by the parties as interfering with the Employer's services and as posing a danger to the public's health and safety as well as that of the employees. It is recognized that the Employer and the employees have the right to insist on an alcohol and drug-free environment and to be free from direction by any individual where probable cause exists to believe that individual to be under the influence of alcohol or drugs. The parties agree to cooperate in encouraging employees afflicted with alcoholism or drug addiction to undergo a coordinated rehabilitation program.
- B. Testing
  - 1. Random drug testing of all Bargaining Unit Members will be implemented January 1, 2004.
  - 2. Appropriate Management or supervisory personnel may order any on-duty employee of the Department to undergo a drug or alcohol screening test whenever there is probable cause to believe an employee has used or is under the influence of illicit drugs, alcohol or controlled substances while on the job. An employee may of his own volition, even if he is not ordered to do so, may undergo a drug or alcohol screening test if he is involved in an accident or injury while on the job. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

3. Bargaining Unit Members involved in an at-fault accident resulting in damage or injury will be required to undergo a drug and alcohol test.

C. All tests will be conducted by certified professional personnel. If the tests are positive, indicating that the employee has used illicit drugs, alcohol or controlled substances, the Employer will order the employee to undergo a confirmatory test at a different laboratory.

A positive result from an alcohol test means a level of impairment as outlined under O.R.C. 4511.19(3). The Employer may suspend the employee without loss of pay before the time the confirmatory test results are complete.

D. If the screening test and confirmatory test are positive, the Employer may discipline the employee unless the employee enrolls in a rehabilitation or detoxification program. Such discipline will be in accordance with Article 11 of this Agreement. An employee who notifies the Employer that he is an alcoholic or drug addict may be required to participate in a rehabilitation or detoxification program. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, personal days or compensatory time while he participates in a rehabilitation or detoxification program. If no such leave credits are available, such employee will be placed on a leave of absence without pay for the period of rehabilitation or detoxification program. Employees off the payroll or on paid leave under this Section do not carry a firearm and do not possess the power or arrest. Upon the completion of such program, if a retest demonstrates that the employee is no longer abusing alcohol or drugs, the employee shall return to his position. Such employee may be subject to periodic random retesting for drugs or alcohol upon his return to his position for a period of one (1) year.

E. If the employee:

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

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

G. The Employer shall only be liable for the costs of insurance.

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

- I. Employees must notify the Employer of any prescription drug use, which may affect his job performance.

#### **ARTICLE 34 RESIDENCY**

- A. All bargaining unit members hired after the effective date of this Agreement are required as a condition of their continued employment with the Highland County Sheriff's Department to have their place of abode in Highland County and to be bona fide residents of Highland County for the life of their employment by the Highland County Sheriff. The Sheriff may waive this requirement including paragraph C below under specific circumstances when recruiting or promoting qualified personnel.
- B. Present bargaining unit members may continue to reside outside of Highland County as long as they maintain that residence. If the bargaining unit member moves, they must move within Highland County. All Bargaining Unit Members are responsible for maintaining a correct address with the Sheriff's Office.
- C. New employees hired into the bargaining unit positions must move into Highland County within one hundred eighty (180) calendar days from the start of their employment or face termination of their employment for failure to comply with the residency requirement.
- D. Residency shall be defined as the place of abode where an individual sleeps at least four (4) nights per week and maintains his/her voter registration.

#### **ARTICLE 35 INJURY LEAVE**

- A. Any employee who is disabled because of an injury suffered in the active performance of law enforcement activities on behalf of the Sheriff, shall receive paid injury leave for absences due to the injury which shall not be deducted from sick leave.
- B. Injury leave shall be available for a period of thirty (30) work days. After thirty work days absences due to such injury shall be charged to sick time.
- C. Specific examples of law enforcement activities where the employee would be eligible for injury leave are: Officer handling a call for service is injured at the scene where he was needed. Officer in pursuit, or responding to a specific location where his assistance is needed is involved in a traffic accident. Officer pulled over on the side of the road is writing a report or handling an official function such as a civil, or warrant, service is struck by another vehicle. Officer is checking the cell block in the jail, or handling an irate citizen, or is involved in an altercation.

Specific examples of ineligible injury leave are: Injuries resulting from horse play, or gross negligence. Officer falls while on duty and was not performing a

specific law enforcement activity such as checking a business, or some suspicious conduct would not be eligible for injury leave. Officer loading his equipment to go on patrol, or to return to his assigned area of responsibility is injured would not be eligible for injury leave.

- D. Injury leave shall not be available until after the disability has extended beyond the seventh (7th) day from the date of injury. The first seven days will be charged to sick leave. If the disability extends beyond seven days, the member will be credited for the first seven days of sick leave and that total will be deducted from the employee's thirty (30) work days total.
- E. An employee requesting injury leave shall, upon request of the Sheriff, submit to an examination by the County physician who shall determine the extent of the disability.
- F. Granting of injury leave is contingent upon the employee filing for Workers Compensation and reimbursing the County with benefits received for lost wages for any time for which paid injury leave was provided. Reimbursement shall not exceed the amount paid as injury leave.
- G. The Employer at his sole discretion may require that an employee whom requests injury leave will apply to BWC for medical benefits only, and not the lost income benefits. The employee may apply for lost income benefits toward the end of the injury leave if it is known that the absence will continue beyond the paid leave. The Employer may at his sole discretion extend injury leave beyond the thirty (30) work day requirement.

### **ARTICLE 36 PROBATION**

- A. Effective January 1, 2000, any and all original appointments and promotions will serve a one (1) year, twelve (12) month probationary period without exceptions. Criteria for successful and/or unsuccessful completion of probation will be at the sole discretion of the Sheriff.
- B. Probationary removals or removals during extensions of probation during original probation are not appealable under this collective bargaining agreement's grievance procedure.
- C. Employees who are removed from their positions during a promotional probationary period shall have the right to return to their prior position.

### **ARTICLE 37 MILITARY LEAVE**

- A. Military Leave – 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, and such members shall

continue to receive their regular rate of pay for such time as they are in the military service on field training or active duty for period not to exceed a total of one hundred seventy-six hours or twenty-two (22) eight (8) hour days in one (1) calendar year.

- B. Employees are required to submit to the Employer an order or statement from the appropriate military commander of evidence of such duty. Such evidence will whenever possible be presented prior to the effective date of such leave, during exigent circumstances such documentation may be provided after the members departure for active duty. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which payment will be made in one (1) calendar year is the one hundred seventy-six hours or twenty-two (22) eight hour work days under this provision.
- C. Employees who are members of those components listed in paragraph one (1) above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized military leave for the year. The leave will cover the official period of the emergency and the time necessary to return to work.

### **ARTICLE 38 SENIORITY**

- A. Office Seniority shall be an employee's length of continuous service with the Highland County Sheriff's Office. Classification Seniority shall be calculated from the last date of entry into a classification.
  - 1. Classifications shall be as follows:
    - a. Sergeants
    - b. Deputies
    - c. Corrections Officer
    - d. Dispatchers
- B. An employee shall have no seniority for his probationary period, but upon successful completion of the probationary period, seniority will be retroactive to the last date of hire.
  - 1. Employees serving a promotional probationary period have no seniority in the new classification until completion of their probationary period, then the seniority is retroactive to the first day worked in the new classification.
- C. Seniority shall be broken when an employee:
  - 1. Resigns;

2. Is discharged for just cause; however, if an employee is reinstated, said employee's seniority shall not be broken; or
  3. Is laid off for just cause, except that an employee recalled within a time frame equal to his length of continuous service (up to a maximum of two (2) years and a minimum of one (1) year from the date of layoff) shall not have his seniority broken. However, said employee shall not be credited with any seniority for the duration of the layoff.
- D. The Department shall provide the Union with one (1) copy of the seniority list within thirty (30) days after the signing of this Agreement. The seniority list shall contain the name, rank, job classification and date of the classification entry of all employees in the bargaining unit. Thereafter, the Department shall provide the Union one (1) copy of the seniority list by January 30 of each succeeding year.

### **ARTICLE 39 OFF DUTY DETAILS**

- A. New details approved by the Sheriff will be posted for sign up by the Sheriff or his designee. Eligible bargaining unit members will be given first priority to bid on any off duty detail. For the first ninety-six (96) hours of posting, only eligible bargaining unit members will be permitted to sign up for one detail. After the first 96 hours, the details are open for any eligible employee. Details approved that cannot be posted for ninety-six (96) hours will be filled in any manner designated by the Sheriff or his designee. Employees will add the date and time when signing up for extra duty details.
- B. Employees cannot be bumped from a detail once they have signed up for it. Employees who sign up for a detail but decide to cancel within forty-eight (48) hours of the off duty detail are required to obtain a replacement to fill the detail.
- C. In the event an employee fails to show for a detail for which they signed-up, the employee is ineligible to sign up for any further off duty details for a period of thirty (30) calendar days. Employees who have multiple offenses can be removed from eligibility for up to one full year at the discretion of the Sheriff.
- D. The Sheriff and the Union acknowledge that there are bargaining unit members that may not want to be considered for details. To that end, an employee may reject details provided another bargaining unit member is available for the detail. In the event details are not filled, the parties agree that the Sheriff retains the exclusive right to schedule employees.
- E. Violations of the above sections of this Article are subject to the grievance procedure however will not be eligible for Arbitration.
- F. All details will be paid through the County's payroll system, at the rate established by the Sheriff.

**ARTICLE 40**  
**DURATION OF AGREEMENT**

- A. This Agreement shall be effective January 1, 2015 and shall remain in full force and effect until 11:59 p.m. on December 31, 2017.
- B. If either party desired to modify or amend this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be served electronically to the representative of record with SERB. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.
- C. 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, the Employer and the employees and the Labor Council for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, 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 of either or both parties at the time they negotiated or signed this Agreement.
- D. This Agreement constitutes the entire Agreement between the parties, and all other Agreements either written or oral are hereby canceled.

Agreed to this 1<sup>st</sup> day of April, 2015.

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



Mark A. Scranton  
Staff Representative  
FOP, Ohio Labor Council, Inc.

\_\_\_\_\_  
Stevie Alexander  
Corrections Representative

\_\_\_\_\_  
Keith Brown  
Sergeants Representative

\_\_\_\_\_  
Scott Miller  
Dispatchers Representative

\_\_\_\_\_  
Jeff Vickers  
Deputy Representative

**FOR THE HIGHLAND COUNTY:  
SHERIFF:**

\_\_\_\_\_  
Sheriff Donnie Barrera  
Highland County

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Robert W. Cross  
Cross Management Consulting Services, Inc.

**APPROVED AS TO FORM**

\_\_\_\_\_  
Daniel Ruggiero, Attorney  
Cross Management Consulting Services

**FOR THE HIGHLAND COUNTY BOARD OF  
COUNTY COMMISSIONERS:**

\_\_\_\_\_  
Shane Wilkin, Commissioner

\_\_\_\_\_  
Tom Horst, Commissioners

\_\_\_\_\_  
Jeffrey Duncan, Commissioner

**AGREEMENT**

This Agreement is executed by and between the Highland County Sheriff's Office (collectively, the "Sheriff") and the Fraternal Order Of Police, Ohio Labor Council, Inc. (the "Union").

**WHEREAS**, the Parties have negotiated language changes in Article 18, section H effective January 1, 2015; and

**WHEREAS**, the negotiated changes now place a cap on the maximum number of hours an employee may have of personal time; and

**WHEREAS**, there is one employee who has over 120 hours as of February 20, 2015.

**NOW, THEREFORE**, in consideration of the facts contained herein, the parties agree as follows:

1. Sergeant Brown has until December 31, 2015 to reach the cap of 120 hours of personal time.
2. Sergeant Brown may reach this number either through usage or by way of cashing out up to sixty (60) hours in accordance with the newly negotiated language.

**ACCEPTED AND AGREED TO:**

**REVIEWED AND AGREED TO:**

For the Union

For the Highland County Sheriff

\_\_\_\_\_  
Stevie Alexander  
Corrections Representative

\_\_\_\_\_  
Sheriff's Signature

\_\_\_\_\_  
Keith Brown  
Sergeants Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott Miller  
Dispatchers Representative

\_\_\_\_\_  
Jeff Vickers  
Deputy's Representative

  
\_\_\_\_\_  
Mark A. Scranton  
Staff Representative  
FOP, Ohio Labor Council

Agreed to this 1<sup>ST</sup> day of April, 2015.

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

Mark Scranton  
Mark Scranton, Staff Representative  
Fraternal Order of Police

Steve Alexander, Corrections Rep.

Keith Brown, Sergeants Rep.

Scott Miller, Dispatch Rep.

Jeff Vickers, Deputy Rep.

**FOR THE HIGHLAND COUNTY:  
SHERIFF:**

Sheriff Donald E Barrera 5-6-15  
Sheriff Donald E. Barrera  
Highland County Sheriff

**APPROVED AS TO CONTENT:**

Robert W. Cross  
Robert W. Cross  
Cross Management Consulting Services

**APPROVED AS TO FORM:**

Daniel P. Ruggiero  
Daniel P. Ruggiero, Attorney  
Cross Management Consulting Services

**FOR THE HIGHLAND COUNT  
BOARD OF COMMISSIONERS:**

Shane Wilkin  
Shane Wilkin, Commissioner

Tom Horst  
Tom Horst, Commissioner.

Jeff Duncan  
Jeff Duncan, Commissioner