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# AGREEMENT BETWEEN

THE

# COSHOCTON COUNTY SHERIFF

AND

THE

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

## DEPUTY SHERIFFS

**Case Number: 2015-MED-10-1189**

**JANUARY 1, 2016 THROUGH DECEMBER 31, 2018**

# TABLE OF CONTENTS


| ARTICLE | TITLE | PAGE |
|---|---|---|
| 1 | Preamble | 3 |
| 2 | Purpose | 3 |
| 3 | Recognition | 3 |
| 4 | Representation | 4 |
| 5 | Dues Deduction | 5 |
| 6 | Conflict And Amendment | 5 |
| 7 | No Strike-Lockout | 6 |
| 8 | Non-Discrimination | 6 |
| 9 | Grammar | 7 |
| 10 | Bulletin Boards | 7 |
| 11 | Ballot Boxes | 7 |
| 12 | Management Rights | 7 |
| 13 | Labor-Management Committee | 10 |
| 14 | Grievance Procedure | 10 |
| 15 | Written Rules and Directives | 14 |
| 16 | Investigation, Discipline Procedures, Personnel Records | 15 |
| 17 | Seniority | 18 |
| 18 | Performance Evaluations | 19 |
| 19 | Health and Safety | 19 |
| 20 | Vacation | 20 |
| 21 | Shift Assignments | 21 |
| 22 | Probationary Periods | 21 |
| 23 | Sick Leave | 22 |
| 24 | Wages | 24 |
| 25 | Health Insurance | 25 |
| 26 | Work Periods/Overtime | 26 |
| 27 | PERS Pick-up Utilizing the Salary Reduction Method | 24 |
| 28 | Professional Liability Coverage | 27 |
| 29 | Medical Examination | 28 |
| 30 | Filling of Positions | 30 |
| 31 | Lunch | 31 |
| 32 | Vehicles | 31 |
| 33 | Application of Civil Service Law | 31 |
| 34 | Waiver in Case of Emergency | 31 |
| 35 | Holidays | 32 |
| 36 | Military Leave | 33 |
| 37 | Leaves of Absence | 33 |
| 38 | Disability Leave of Absence | 34 |
| 39 | Personal Day | 35 |

# TABLE OF CONTENTS


| ARTICLE | TITLE | PAGE |
|---|---|---|
| 40 | Funeral Leave | 35 |
| 41 | Injury Leave | 36 |
| 42 | Compensatory Time | 37 |
| 43 | Longevity | 38 |
| 44 | Miscellaneous | 38 |
| 45 | FOP Time | 40 |
| 46 | Layoff and Recall | 40 |
| 47 | Duration | 42 |
| 48 | Execution | 43 |

## ARTICLE 1
## PREAMBLE

This Agreement is made by and between the Coshocton County Sheriff's Office (hereinafter "Employer" or "Office" or "County") and the Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter "Union" or "FOP") in relation to the terms and conditions of employment as set forth in this Agreement for bargaining unit members of the unit covered by this Agreement.

## ARTICLE 2
## PURPOSE

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

## ARTICLE 3
## RECOGNITION

Section 3.1 Recognition, Bargaining Units The County hereby recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters related to wages, hours, and terms and other conditions of all employees (also referred to as "members") in the Bargaining Units listed in this Article. The Bargaining Unit shall consist of the following, as certified in Case No. 07-REP-03-0048.

| | | |
|---|---|---|
| UNIT B: | Included: | All full-time deputies including road patrol, corrections and communications. |
| | Excluded: | Sheriff, Sergeants and above, Civil Process Server, part-time employees and those excluded pursuant to 4117.01(C) |

Section 3.2 Full-Time Employees Full-time and regular employees are those who normally work at least forty (40) hours per week for all of the weeks of the year excepting vacations, holidays, and other time-off as allowed by this Agreement.

Section 3.3 New Positions If the Employer creates any new position within the Sheriff's Office which is eligible for inclusion under O.R.C. 4117, the Union, upon written request by the Union and the Employer shall meet to discuss the possible inclusion of the new positions within fourteen (14) days after the new positions are utilized.

# ARTICLE 4
# REPRESENTATION

Section 4.1 Employee Representatives The Employer agrees to recognize two (2) employee representatives for the bargaining unit for the purpose of processing grievances and representing employees pursuant to the provisions of this Agreement. The Union will notify the Sheriff in writing of the names of all officers and representatives of the bargaining unit and of any changes that may occur. The employee representatives as described in this section will be permitted time off as set forth below during the work week to attend to Union and Agreement matters within their capacity. During such service in this post, the Union officials shall continue their entitlement to wages and fringe benefits allowed a bargaining unit member as though he were at all times performing his job-related duties.

Section 4.2 Non-Employee Representative

With prior notice to the Sheriff non-employee representatives of the Union shall be permitted to visit the work areas for the purpose of determining whether provisions of the Agreement are being observed, to attend meetings between the County and the Union and to consult with Union officials. Such meetings shall not interfere with the operations of the Sheriff's Office.

Section 4.3 Attendance at Meetings

Any bargaining unit member, grievance representative or employee witness required to attend a grievance meeting while on duty shall be considered on-duty during the meeting.

Section 4.4 Negotiations Members designated as being on the negotiating team who are scheduled to work during negotiations shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. Such attendance shall be subject to the operational needs of the Sheriff's Office. If a designated Sheriff's Office negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

Negotiations will be conducted according to Chapter 4117 of the Ohio Revised Code. Meetings shall be held at mutually agreeable times and places, and shall be scheduled to avoid unnecessary interruptions in the workday. Each party shall select its own team not to exceed three (3) employee members per bargaining unit and two (2) observers. The release from duty shall only apply to team members and shall not apply to observers. Meetings will be closed except to team members and observers.

## ARTICLE 5
## DUES DEDUCTION

Section 5.1 Dues Deduction The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all membership dues required. The Union will notify the County Auditor annually of the dues it charges and its current membership, and will update this information as needed. Employees shall submit a written authorization for dues deductions to the Union and the County Auditor.

Section 5.2 Maintenance Of Membership Current members and any eligible employee who becomes a member during the term of this Agreement shall continue dues deductions until the window period which exists between the one hundred twentieth ($120^{th}$) and the ninetieth ($90^{th}$) day prior to the expiration of this Agreement at which time they may withdraw their membership by stating their intention in writing to both the Union and the County Auditor.

Section 5.3 Indemnification It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The parties agree and understand that if an employee(s) files an action against the County and/or Union regarding the deductions made under this Article, the deductions shall cease immediately.

Section 5.4 Submission Of Dues To Union All dues collected shall be submitted to the Union to the person designated in writing by the Union.

## ARTICLE 6
## CONFLICT AND AMENDMENT

Section 6.1 Conformity To Law This Agreement is meant to conform to and should be interpreted in conformance with the Constitution of the United States, the Constitution of the State of Ohio, and all applicable Federal and State Laws. Should any provision or provisions of this Agreement be invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction, or be found to be in conflict with State and/or Federal laws, all other provisions of the Agreement shall remain in full force and effect.

Section 6.2 Issues Not Addressed In Contract Where this Agreement makes no specification about a matter, the public employer and public employees are subject to all applicable State or local laws or ordinances pertaining to the wages, hours, and terms and conditions of employment for public employees. To the extent that this section could be read to conflict with section 33.1, Section 33.1 should prevail.

Section 6.3 Revision Of Invalid Provisions In the event of invalidation of any portions of this Agreement by a court of competent jurisdiction, and upon written request of either party, the parties to this Agreement shall meet at mutually agreed times in an attempt to modify the invalidated provisions by good faith negotiations up and through the impasse procedure.

Section 6.4 Amendments to Agreement Amendments and modifications of this Agreement may be made by mutual written Agreement of the parties to this Agreement, subject to ratification by the Union and County Commissioners.

## ARTICLE 7
## NO STRIKE-LOCKOUT

Section 7.1 No Strike The Union will not authorize, instigate, aid, condone or engage in a strike, work stoppage, slowdown or other withholding of services. Further, no employee in the bargaining unit shall authorize, instigate, aid, condone or engage in a strike, work stoppage, slowdown, sympathy strike, or other withholding of services. In the event of a violation of this section, the Union will affirmatively act to require employees to return to work and fully perform their duties. Notice of violation of this Article may be given to any Union representative or employee representative or officer of the Union. The Union recognizes that employees who violate this section may be subject to disciplinary action.

Section 7.2 No Lockout The Sheriff's Office may not, during the life of this Agreement lockout any Office personnel, or, for purposes of influencing negotiations, in any other regard prevent said Sheriff's personnel from carrying out their scheduled and assigned tasks.

## ARTICLE 8
## NON-DISCRIMINATION

Section 8.1 Pledge Against Discrimination The parties agree not to interfere with the desire of any employee to become, remain, or refrain from becoming a member of the Union, or restrain or coerce employees in the exercise of the rights guaranteed in O.R.C. 4117.

Section 8.2 Discipline For Nonperformance Nothing herein shall be construed to prevent or preclude the employer from disciplining an employee for lack of performance or inability to perform assigned tasks.

Section 8.3 Any bargaining unit member wishing to file a charge of discrimination or harassment may proceed through administrative (OCRC, EEOC) channels or through other legal means. Nothing herein shall relieve an employee of his/her duty to follow internal procedures regarding discrimination or harassment.

## ARTICLE 9
## GRAMMAR

Section 9.1 Plural/Singular, Gender Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whether in the masculine, feminine or neutral genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders it is understood that the use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

## ARTICLE 10
## BULLETIN BOARDS

Section 10.1 Bulletin Boards The Employer shall provide bulletin board space for use by the employees in the bargaining units. Material posted on the bulletin board shall relate only to the Union meetings, elections, social events, and reports affecting the employees in the bargaining units.

Section 10.2 Inappropriate Material No partisan or nonpartisan political announcements, posters, stickers, pins, buttons or any other campaign materials shall be posted or placed on the bulletin board. Materials of a derogatory or unprofessional nature shall be removed from the bulletin board.

## ARTICLE 11
## BALLOT BOXES

Section 11.1 Use Of Ballot Boxes The Union shall be permitted, with the prior notification to the Sheriff, to place ballot boxes at the Sheriff's Office for the purpose of collecting member's ballots on Union issues subjected to ballots. Such boxes are the property and responsibility of the Union. Neither the ballot boxes nor the ballots shall be subjected to the County's review. All ballot boxes shall be removed as soon as practicable after the Union issue has been determined.

## ARTICLE 12
## MANAGEMENT RIGHTS

Section 12.1 Except to the extent modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all of his legal rights to manage the operations of the Sheriff's Office, Coshocton County, Ohio, as such rights existed prior to the execution of this Agreement with the Union.

The rights of the Employer shall include, but shall not be limited to his rights to determine the facts which are the basis of management decisions; to establish, change or abolish policies, practices, rules, or procedures for the conduct of the Sheriff's Office, its employees and its service to the citizens of Coshocton County, Ohio, consistent with the provisions of this Agreement.

Section 12.2 The Employer's exclusive rights shall include, but shall not be limited to the following except as expressly limited by the terms and conditions set forth in this Agreement:

A. Determine matters of inherent managerial policy, which includes, but is not limited to, areas of discretion or policies such as the functions and programs of the Office, standards of services, its overall budget, utilization of technology, and organizational structure;

B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, supervise, evaluate, retain, layoff and recall or to discipline for just cause to maintain order among employees;

C. Maintain and improve the efficiency and effectiveness of governmental operations;

D. Determine the overall methods, process, means or personnel by which operations are to be conducted; the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;

E. Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees and to relieve employees from duty due to the lack of work or lack of funds;

F. To determine the size, composition and adequacy of the work force, to establish, alter and change work schedules, to establish, modify, consolidate and to determine staffing patterns, including, but not limited to the assignment of employees, qualifications required and areas worked;

G. Determine the overall mission of the Office as a unit of government;

H. Effectively manage the work force;

I. Take actions to carry out the mission of the Office as a governmental unit;

J. The right to select and determine the number and types of employees required, including the right to select, hire, promote, transfer, evaluate, and to assign such work to such employees in accordance with the requirements determined by the Employer;

K. The right to determine, and from time to time re-determine the number, locations and relocations and types of its employees, or to discontinue any locations and number of employees;

L. The right to establish the hours of work, work schedules, and assignments and to determine the necessity for overtime and the amount required thereof;

M. To promulgate and enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management; provided such rules and regulations are not inconsistent with the terms of this contract;

N. The right to maintain the security of records and other pertinent information;

O. The right to determine and implement necessary actions in emergency situations;

P. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job positions, and the standards of quality and performance to be maintained; and

Q. The right to determine the Sheriff's Office goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.

Section 12.3 The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the rights and responsibilities of the Employer.

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

In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer with regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

## ARTICLE 13
## LABOR-MANAGEMENT COMMITTEE

Section 13.1 Purpose The parties recognize that certain subjects are matters of mutual interest to the parties. The parties also recognize that the Union may wish to present its views on such subjects so that such views may be considered by the administration. It is not the intent of the parties that Labor-Management Committee meetings be used to bypass the normal chain of command. The Union is expected to attempt to resolve matters within the Sheriff's Office before raising those matters at Labor-Management Committee meetings.

Section 13.2 Committee Composition and Meetings For this purpose, a Labor-Management Committee shall be established. The committee shall consist of two (2) management members designated by the Sheriff and two (2) labor members from the unit designated by the Union. Additional parties may attend Labor-Management meetings if their presence is necessary to discuss the issue(s) raised and the other party has been notified of their attendance. Committee meetings shall be scheduled by any party at reasonable, mutually convenient times, and shall be closed to the public.

Section 13.3 Matters Not Within Agreement, Management Rights Unless the parties mutually agree, matters involving interpretation of the Contract shall not be subject to Labor-Management Committee. Nothing herein shall be interpreted or construed to waive or preempt management rights set forth under Article 11 herein. Decisions of the Labor-Management Committee shall not be subject to the Grievance Procedure unless such decisions violate a section of this Agreement.

## ARTICLE 14
## GRIEVANCE PROCEDURE

Section 14.1 Grievance Policy The Coshocton County Sheriff and the FOP recognize that in the interest of effective personnel management, a procedure is necessary whereby employees can be assured of a prompt, impartial and fair processing of their grievances. No reprisals shall be taken against any employee initiating or participating in the grievance procedure.

Section 14.2 Grievance Defined A grievance is a claim based upon the interpretation, meaning, or violation of any of the express provisions of this Agreement, or a claim arising as the result of disciplinary action. Any grievance shall contain specific reference to the provision(s) of the Agreement allegedly violated, or to the specific disciplinary action. It is not intended that the Grievance Procedure be used to affect changes or modify this Agreement.

A Grievance may be initiated by the Union or an aggrieved bargaining unit member.

Section 14.3 Disciplinary Action Defined For the purposes of this Agreement, disciplinary action is any reduction in pay and/or position, removal or suspension. No bargaining unit member shall have any disciplinary action taken against him, except for just cause.

Section 14.4 Grievance Procedure

A. Step One Immediate Supervisor

A member having an individual grievance will first attempt to resolve it informally with his immediate supervisor. Such attempt at informal resolution shall be made by the member-grievant within ten (10) calendar days following the events or circumstances giving rise to the grievance. Grievances brought to the supervisor (except as otherwise provided herein) beyond the ten (10) calendar day limit shall not be considered.

A grievance representative may accompany the grievant should the latter request his attendance. Within ten (10) calendar days of the submission of the grievance, the supervisor shall submit his written response to the grievant. If the grievant is not satisfied with the written response he/she may pursue the formal steps that follow.

B. Step Two Administrative Lieutenant

(1) Should the member grievant not be satisfied with the answer in Step One, within ten (10) calendar days after receipt of the Step One response (or 10 days after the Step One meeting if no written response is received) he may appeal the grievance to Step Two by delivering a copy of the grievance form, containing the written response at the prior step and any other pertinent documents, to the office of the Administrative Lieutenant. The Administrative Lieutenant or his designee shall date the form, accurately showing the date his office received the form. The Administrative Lieutenant shall meet with the grievant within ten (10) calendar days of the receipt of the appeal. If a designee is selected he shall not be factually involved in the matter being grieved.

(2) The Administrative Lieutenant or his designated representative shall, within ten (10) calendar days of the meeting with the grievant, submit his written response to the grievant.

C. Step Three Sheriff

(1) Should the member grievant not be satisfied with the answer in Step Two, within ten (10) calendar days after receipt of the Step Two response (or 10 days after the Step One meeting if no written response is received) he may appeal the grievance to Step Three by delivering a copy of the grievance form, containing the written response at the prior step and any other pertinent documents, to the Office of the

Sheriff. The Sheriff or his designee shall date the form, accurately showing the date his Office received the form. If a designee is selected he shall not be factually involved in the matter being grieved.

(2) The Sheriff or his designated representative shall, within ten (10) calendar days of receipt of the written grievance, schedule and conduct a meeting to discuss the grievance with the grievant and/or Grievance Chairman or his designee. The Chairman or his designee may bring with him to the meeting the member-grievant and appropriate grievance representatives. The Sheriff and the employee may bring any appropriate witnesses.

(3) Within ten (10) calendar days of the meeting at Step Three, the Sheriff shall submit to the Grievance Chairman his written response to the grievance.

D. Step Four Arbitration

(1) If the member-grievant is not satisfied with the answer in Step Three, within twenty-one (21) calendar days after receipt of the Step 3 response, (or 21 days after the Step 3 meeting if no response is received) the Labor Council may appeal to Arbitration by serving the Employer a notice of intent to arbitrate.

(2) Within twenty-one (21) days of the Employer's receipt of the notice of intent to file under the grievance arbitration procedure, the Labor Council, shall by letter, solicit nominations for arbitrators from the Federal Mediation and Conciliation Service to hear the arbitration. Upon receipt of such list of arbitrators the parties may meet and attempt to select one (1) arbitrator from the list. Both parties shall have the option to strike the entire panel of proposed arbitrators. This option may be exercised by both parties once in any one (1) grievance. If either party does not choose to strike the entire panel of proposed arbitrators, but the parties fail to agree on the selection of one (1) arbitrator, the parties shall then proceed to alternately strike one (1) name each from the list. Determination regarding which party shall have the privilege of striking a name from the list first shall be resolved by the toss of a coin. The individual whose name remains on the list after the other six (6) names have been removed shall be the arbitrator. The Federal Mediation and Conciliation Service shall be informed of the individual selected and request that such arbitrator be assigned to the grievance. The arbitrator shall arrange with the parties, the date, time and place of the meeting. The parties may mutually agree upon an arbitrator without requesting a list from the FMCS.

(3) Arbitration proceedings shall be conducted under the voluntary labor arbitration rules of the Federal Mediation and Conciliation Service, except as modified by the provisions of this Agreement. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, hearing, and recorded testimony from both parties. The arbitrator shall hear only one grievance at a time unless both parties agree to consolidate two (2) or more grievances. After a dispute on which

the arbitrator is empowered to rule hereunder has been referred to him, such dispute may be withdrawn by either party. The fees of the Arbitrator and the rent, if any, for the hearing room shall be split equally between the parties. The expense of any non-employee witnesses shall be borne, if at all, by the party calling that witness. The fees of a court reporter shall be paid by the party asking for one, however, such fee shall be split equally if both parties desire a reporter or request a copy of the transcript. The grievant, the Union representative, and employee witnesses, called by either party, who appear at an arbitration hearing during their normal working hours shall not suffer any loss in pay. Member witnesses, other than the grievant and grievant representative, called by the Union, will be permitted time off, with pay, to testify at an arbitration hearing if such tie is during regularly assigned working hours, provided that the needs of the County, the Sheriff's Office and the safety of the citizenry of the County are not compromised. Disputes may only be submitted to arbitration during the life of this Agreement. No issue whatsoever may be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place during the effective dates or agreed extensions of this Agreement.

No decision by an arbitrator shall infringe upon the following:

a. The obligation of the County or Sheriff's Office as expressed or intended by the provisions of Ohio Law;

b. The statutory obligations of the County or Sheriff's Office;

c. The legal principles expressed by Ohio Supreme Court determination or by any other Court of competent jurisdiction, or in the general body of legal principles that are applicable to Counties and their functions.

(4) Either party may raise the issue of arbitrability before the arbitrator. In the event such issue is raised, the first question to be addressed by the arbitrator shall be whether the grievance is arbitrable.

(5) The arbitrator shall not change wage rates already in effect pursuant to this Agreement. No award of any arbitrator shall be retroactive for a period more than three (3) years prior to the date of the filing of a grievance. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, hearing and recording testimony from both parties and applying the rules of the Federal Mediation and Conciliation Service. The arbitrator shall not have the authority or power to add to, subtract from, disregard, alter or modify any of the terms or provisions of this Agreement. The Arbitrator shall not grant relief that extends beyond the termination date of this Agreement. The Arbitrator may not make an award or decision that in effect grants either party that which it was unable clearly to secure during past collective bargaining negotiations. Any issue left unsettled by the parties when the Agreement is signed must be determined by the parties, not by an arbitrator. It is expressly understood that the decision of the arbitrator,

within his/her function and authority as set forth herein, shall be final and binding upon both parties. The arbitrator's decision and award shall be in writing and will state the rationale for the decision. Any bargaining unit member who receives an arbitration award that includes an award for pay for time not actually worked, shall not be required to work the time for which they are compensated unless otherwise specified by the arbitrator.

(6) Any grievance must be completed and filed upon the authorized grievance form agreed to between the parties to this Agreement and provided by the Union. Such form shall provide for a statement of the grievance and its relevant facts; the particular provision of this Agreement that are alleged to have been misinterpreted, misapplied or violated; and, the remedy sought. Any grievance not advanced to the next step by the grievant or the Union within the time limits in that step, shall be deemed resolved by the employer's last answer. Any grievance not answered by the employer within the time limits in that step, shall automatically proceed to the next step. Time limits may be extended by the Employer, the Union and the grievant by mutual agreement in writing.

Section 14.5 Class Grievances Class grievances may be initiated by the union at Step Two of the Grievance Procedure, subject to the time limits of Step One.

Section 14.6 Exclusivity This grievance procedure shall be the exclusive method of resolving grievances. The parties agree that the State Personnel Board of Review shall have no authority over matters subject to this grievance and arbitration procedure. However, in no way shall this exclusivity deny an individual his Constitutional Rights, and any individual may pursue his Constitutional Rights nor may the County or Sheriff's Office be denied its legal rights under the State law.

## ARTICLE 15
## WRITTEN RULES AND DIRECTIVES

Section 15.1 The Employer agrees that existing work rules and division directives shall be reduced to writing and provided to all covered members. The Employer agrees that new or revised work rules and division directives shall be provided to members two (2) weeks in advance of their implementation, except in cases of emergency. In the event that the Union wishes to present the views of the bargaining unit regarding a new or revised work rule or division directive to the Sheriff (or in his absence, his representative), the Union may raise the issue at the next regularly scheduled Labor/Management committee meeting. All work rules or division directives must be applied and interpreted uniformly as to all members in a similar circumstance. Work rules or directives cannot violate this Agreement.

Section 15.2 The parties also recognize that the Sheriff's Office and all employees are subject to and responsible for the implementation of statutory and administrative rule provisions (e.g. jail standards), which may not necessarily be included in written rules and directives.

## ARTICLE 16
## INVESTIGATION, DISCIPLINE PROCEDURES, PERSONNEL RECORDS

**Investigations**

Section 16.1 Criminal Investigations A bargaining unit member who is to be questioned as a suspect in any investigation where criminal charges may result, shall be advised of his constitutional rights in accordance with the law.

Section 16.2 Internal Investigations Before a bargaining unit member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he shall be advised that such conduct, if continued, may be the basis for such a charge.

At any time a formal investigation concerning a bargaining unit member occurs wherein disciplinary action of record (reprimand of record, suspension, reduction, or removal) will or may result, the member will be notified at the onset that a formal investigation has been initiated and that disciplinary action may result. Formal investigations will be initiated within fourteen (14) calendar days after the employer knows of the suspected violation and will be concluded within a six (6) month period or within fourteen (14) days from the conclusion of a concurrent criminal investigation. In the event a person deemed critical to the investigation is incapacitated, the time period of the investigation will be extended for a period of time equivalent to that of the incapacity. Upon request, employees will be given periodic written updates as to the status of the investigation.

When a bargaining unit member suspected of a violation is being interviewed, such interview shall be recorded at the request of either party by the requesting party. No recording of interviews or interrogations shall be without the knowledge of both parties.

It is understood and agreed that all Office employees have the responsibility to report actual or perceived violations of rules or standards of conduct by another employee of this or any other agency. It is equally understood that the failure to report violations is itself a violation. Nothing herein shall be construed as restricting members of the bargaining unit from reporting violations of Office rules or policy committed by other members of the bargaining unit.

If any of the procedures of these Articles are violated, such violations shall be subject to the Grievance Procedure.

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

The member and/or his legal counsel and/or his Union representative will be afforded the opportunity, upon written request directly to the Sheriff, to listen to and make personal notes regarding any electronically recorded interview made subsequent to that interview. If a transcript of the tape is made by the Sheriff, the member will be provided a copy of such transcript upon written request directly to the Sheriff at the employee's cost.

Section 16.3 Anonymous Complaints An anonymous complaint shall not be, in and of itself, the basis for any action against an employee. The Sheriff's Office may, however, initiate an informal investigation and, if corroborated, begin a formal investigation.

Whenever an anonymous complaint is reported to the Office, the complainant will be requested to place the complaint in writing prior to the commencement of any investigation. If the complainant refuses to place the complaint in writing, the supervisor taking the complaint will reduce all information to writing and will preserve any evidence of the complaint.

Excluding matters involving criminal investigations, any member who is charged with violating the Office rules and regulations will be provided access to transcripts, records, written statements, and tapes pertinent to the case. The information shall be provided within a reasonable time to allow the member and/or the Union to conduct an independent investigation in the matter. All members of the Sheriff's Office shall be obligated to cooperate in the investigation conducted by the Employer. Either party has the right to take notes during an interview.

Any complaints of violation of rules and regulations or of improper conduct that could not result in criminal charges shall be filed by the complainant within ten (10) days of the conclusion of the investigation. Any complaints filed after the ten (10) day time limit shall be considered unfounded and the complainant shall so be advised.

Notification to the bargaining unit member that an investigation is being conducted shall be sufficient to comply with this section.

Section 16.4 CVSA examinations will only be used during an investigation when there is a reasonable suspicion to do so. The Employer agrees that the CVSA examiner will be certified, and will not be in the bargaining unit member's direct chain of command or directly involved in the civil or criminal charge for which the employee is being

questioned, and will not be from an adjoining County. CVSA examinations will be used solely as an investigative tool. The employee will be permitted to consult with a Union representative on premises prior to taking the examination, but the Union representative may not interfere with the examination as determined by the CVSA examiner.

**Discipline**

Section 16.5 Corrective Action

(1) Discipline for Cause. No bargaining unit member shall be reduced in pay and/or position, suspended, or removed, except for just cause.

(2) Pre-disciplinary Meetings. Upon completion of an investigation and prior to a pre-disciplinary meeting with the Sheriff or his designee, a member will receive a written statement of proposed charges and specifications. At the meeting, the charged bargaining unit member will be allowed to respond to the charges.

A bargaining unit member who is charged may make a request to the Employer to review his personnel file. Such request will be granted without unreasonable delay by the Employer in the case of a pending pre-disciplinary meeting. A member who is charged, or his representative, may make a written request for a continuance, prior to the meeting. Such request will be granted where practical. The length of such continuance shall be mutually agreed upon. If the parties fail to agree to a new meeting date, the Employer may schedule the new date.

All discipline and counseling will be conducted in private and the Employer will notify the affected member of any charges or of any decision reached as a result of a pre-disciplinary meeting prior to any public statement.

Section 16.6 Progressive Action The principles of progressive disciplinary action will normally be followed, in a uniform manner, with respect to minor offenses. The progression, where appropriate, may include an oral reprimand, a written reprimand, a short or long term, paid or unpaid suspension, or demotion for the same or related minor offenses prior to dismissal. In those instances where more severe discipline is warranted, the Employer may discipline the member according to the severity of the incident, up to and including termination.

Section 16.7 Appeal of Discipline Verbal and written reprimands may only be appealed through Step 3 of the grievance procedure. All other disciplinary actions may be appealed to arbitration. Pursuant to O.R.C. Section 4117.10(A), no disciplinary action may be appealed to the State Personnel Board of Review.

**Duration of Discipline Records**

Section 16.8 Duration of Personnel Records of Disciplinary Nature All actions of record except oral reprimands, but including written reprimands or suspensions, may be maintained in each member's personnel file throughout his period of employment, with the exception that records of suspension shall be removed from the employee's personnel file and shall cease to have force and effect or be considered in future disciplinary matters twenty-four (24) months after their effective date, provided there are no intervening disciplinary actions taken during that time period. Written reprimands shall be removed from the employee's personnel file and shall cease to have force and effect or be considered in future disciplinary matters eighteen (18) months after their effective date, provided there are no intervening disciplinary actions taken during that time period.

In any case in which a written reprimand, suspension, or dismissal is overturned on appeal or otherwise rendered invalid, all documents relating thereto will be removed from the personnel file of the member. All such records removed from the personnel file for the reasons outlined above shall not be considered in future disciplinary action or promotional considerations. All removal of records shall be in accordance with Ohio law.

Every member shall be allowed to review his personnel file at any reasonable time upon written request to the Employer, and in the presence of the Employer or his designated representatives. The County shall abide by and follow provisions of Ohio Revised Code Chapter 1347 and O.R.C. Section 149.43. If a request to review an employee's personnel file is made, the member shall be notified.

If, upon examining his personnel file, any bargaining unit member has reason to believe that there are inaccuracies in documents contained therein, he may write a memorandum to the Employer explaining the alleged inaccuracy.

If the Employer concurs with the member's contentions, he shall remove the faulty document from the personnel file. If he does not concur with the contentions of the member, he will attach the member's written memorandum to the document in the file.

## ARTICLE 17
## SENIORITY

Section 17.1 Definition of Seniority As used herein, the term "Seniority" shall be defined as the continuous uninterrupted length of service or employment in a position within the Office. Seniority shall continue to accrue, and there will be no interruption of service for any member who is on unpaid leave of absence under the FMLA. Seniority shall not continue to accrue, and there will be an interruption of service for any member who is on unpaid leave of absence for any other reason.

Section 17.2 Vacation Members in the Bargaining Unit shall select the periods of their annual vacation on the basis of divisional seniority by filing his written request with his immediate supervisor between January 1 and February 1. Seniority shall not apply to furlough scheduling if a request is made by an officer after the first day of February. Vacation schedules may be adjusted to accommodate seasonal operations, revisions in organization, work assignments or the number of personnel in particular positions.

The vacation requests shall be subject to operational needs, by shift and assignments.

Section 17.3 Seniority List The Employer shall prepare a list setting forth the present seniority dates for all members in the bargaining units, such list becoming effective on or after the date of execution of this Agreement. This list shall resolve all questions of seniority affecting employees covered under this Agreement. Disputes as to seniority listing shall be resolved through the Grievance Procedure.

In the event of ties in seniority, total law enforcement service shall resolve the tie. All other ties shall be resolved by a coin toss.

## ARTICLE 18
## PERFORMANCE EVALUATIONS

Section 18.1 A member's signature on any inspection card or performance evaluation, if any, shall be viewed by the parties hereto only as a representation that he has read the inspection card or performance evaluation. A member's signature shall not be viewed as a representation that he concurred in any or all of the contents or comments thereon. The member shall receive a copy of the inspection card or evaluation in its final form. The member has the right to respond in writing to the contents or comments of the evaluator.

## ARTICLE 19
## HEALTH AND SAFETY

Section 19.1 Defective Equipment The Sheriff's Office agrees to maintain all buildings, facilities, vehicles and equipment owned and operated by the Sheriff's Office in a safe and healthful manner. The Sheriff's Office will attempt to correct unsafe working conditions and see that safety rules and safe working conditions are followed by the employees.

The employees accept responsibility to properly use and care for vehicles, equipment and work areas in a safe and proper manner and accept the responsibility to follow all safety rules and safe working methods. Employees shall be responsible for reporting any perceived unsafe or unhealthy buildings, facilities, vehicles or equipment. Such complaints will be reviewed by the labor-management committee.

# ARTICLE 20
# VACATION

Section 20.1 Vacation Accrual

A. Full-time bargaining unit employees shall be eligible to paid vacation as follows:

| Years of COMPLETED Service | Vacation Accumulation Per Biweekly Pay Period |
|---|---|
| | |
| 1 year, but less than 8 years | 3.7 hours |
| | |
| 8 years, but less than 14 years | 5.5 hours |
| | |
| 14 years, but less than 22 years | 7.4 hours |
| | |
| 22 years + | 9.2 hours |

B. Full-time bargaining unit employees who normally work forty (40) hours per week shall be eligible to paid vacation as follows:

| Years of COMPLETED Service | Vacation Accumulation Per Biweekly Pay Period |
|---|---|
| | |
| 1 year, but less than 8 years | 3.1 hours |
| | |
| 8 years, but less than 14 years | 4.6 hours |
| | |
| 14 years, but less than 22 years | 6.2 hours |
| | |
| 22 years + | 7.7 hours |

Section 20.2 For purposes of this Article, employees who are not in an active pay status during a bi-weekly pay period shall have their vacation accumulation commensurately reduced on a pro-rated basis.

Section 20.3 First Year Employees Employees in their first year of employment shall not accrue vacation leave. Upon completion of their first year of employment and successful completion of their probationary period, employees shall be granted the equivalent of one year's vacation leave.

Section 20.4 Accumulation of Vacation Leave Vacation leave may be accumulated up to three (3) times the employees' annual accumulation rate. Excess vacation shall be forfeited, unless the employee can demonstrate that the excess accumulation was the result of the Employer's inability to accommodate the employee's reasonable requests for time off.

Section 20.5 Payment Upon Separation Any employee with more than one (1) year of service who separates from employment shall be paid for any earned but unused vacation leave.

Section 20.6 Denial of Vacation Leave The Employer shall have the right to deny vacation requests if work load requirements so mandate.

## ARTICLE 21
## SHIFT ASSIGNMENTS

Section 21.1 Whenever a vacancy occurs on another shift, the Office shall post the vacancy for seven (7) days. The member-applicant with the greater divisional seniority making a request in writing for transfer to said shift shall be selected unless the skill and ability of another applicant is greater and the Sheriff determines that such skill and ability is needed to fill the vacancy. When a vacancy is filled by someone other than the senior applicant, the senior applicant may request a meeting with the Division Commander to be told the reason his request was denied. This decision may be appealed to Step 3 of the grievance procedure. Special assignments may be made to effect the completion of a specific project or task without regard to this paragraph for a period not to exceed one year. If such special assignment must exceed one year the Employer will notify the Union. This Section shall be subordinated to the need to assign an individual of the right sex to the appropriate section of the jail and shall be subordinate to Ohio's ethics laws. The Sheriff has the discretion to set the number of employees and available days off on each shift. Employees may bid on these shifts and days off based on seniority.

Section 21.2 A vacancy within a division will be opened for bidding in accordance with Section 21.1 to full-time bargaining unit members in the same classification before the vacancy is opened to employees outside the same division.

## ARTICLE 22
## PROBATIONARY PERIODS

Section 22.1 All probationary periods shall be for a period of three hundred sixty-five (365) days. All probationary periods for newly promoted employees shall be for a period of one-hundred eighty (180) days.

Section 22.2 Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first

day for which the employee receives compensation from the Employer. A newly hired probationary employee may be terminated at any time during his probationary period without recourse to the grievance or arbitration procedure or the State Personnel Board of Review.

Section 22.3 A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion. A newly promoted employee who evidences unsatisfactory performance will be returned to his former position any time during his probationary period without recourse to the grievance procedure or the State Personnel Board of Review. A newly promoted employee who takes a voluntary demotion will be placed in an open slot in his former position.

Section 22.4 A probationary period may be extended for an employee upon mutual agreement of the Employer, the employee and the Union.

## ARTICLE 23
## SICK LEAVE

Section 23.1 Use of Sick Leave Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure of the employee to a contagious disease communicable to other employees; 3) serious illness, injury or death in the employee's immediate family; and/or 4) reasonable doctor and dentist appointments for employee and/or immediate family.

Section 23.2 Sick Leave Accumulation All employees shall earn sick leave at the rate of four and six tenths (4.6) hours per pay period, including pay periods when they have worked more than eighty (80) hours. However, in pay periods when they are in paid status for less than eighty (80) hours, employees shall earn sick leave on a pro-rated basis. Employees may accumulate such sick leave to an unlimited amount.

Section 23.3 Notification 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. Pre-approved sick leave must be accompanied by a doctor's certificate to earn a personal day.

Section 23.4 Approval of Sick Leave The sick leave must be documented on a sick leave form within 48 hours upon return to duty, approved by the Sheriff or his designee. Signature of shift supervisor must be on the form. Sick leave may be used in increments of not less than one (1) hour.

Section 23.5 Proof of Sick Leave Before an absence may be charged against accumulated sick leave, the Sheriff or his designee 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.

Section 23.6 Denial of Sick Leave Use If the 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 or his designee, at his discretion, finds there is not satisfactory evidence of illness, injury, or death sufficient to justify the employee's absence, such leave may, at the Sheriff's discretion, be considered an unauthorized leave and shall be without pay.

Section 23.7 Abuse of Sick Leave Any abuse or patterned use of sick leave (e.g. sick leave use in conjunction with days off or known forces), shall be just and sufficient cause for disciplinary action. Whenever sick leave abuse is suspected, the Sheriff or his designee may require medical proof justifying sick leave. Falsification of an application for sick leave or a practitioner's statement, or failure to submit appropriate proof of illness or injury, may result in the disapproval of leave, disciplinary action, or both.

Section 23.8 Return to Duty After Use of Sick Leave The Sheriff or his designee 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 for 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.

Section 23.9 Sick Leave Usage. After four (4) uses (occurrences) in any six (6) consecutive month period, the next sick leave use(s) shall be without pay up to eight (8) hours' use. (That is, the first hours of sick leave use up to eight (8) hours use in any six (6) consecutive month period will be without pay.) Exempt from sick leave "use" shall be previously scheduled medical appointments when the employee has notified his/her supervisor prior to the requested use. Loss of pay pursuant to this Section does not prohibit the implementation of discipline.

Section 23.10 Immediate Family The use of sick leave due to illness or injury in the immediate family, shall be where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member. "Immediate family" shall be defined to include the employee's spouse, children, step-children, parents, brother, sister, grandparent, grandchild, or legal guardian, and mother-, father-, sister-, brother-, daughter-, son-in law or any other person approved at the sole discretion of the Sheriff.

Section 23.11 Earned Personal Leave Employees shall be eligible to earn personal leave. Eight (8) hours of earned personal leave shall be credited to an employee for each three (3) month period which shall be designated as calendar quarters of (January through March, April through June, July through September, and October through December) where the employee has utilized no sick leave. Members who use no sick leave, to include pre-approved sick leave, during the calendar year, shall be entitled to convert one (1) day of sick leave to one (1) additional personal day.

Requests for use of earned personal leave shall be submitted for approval at least forty-eight (48) hours in advance of the requested date and is subject to the approval of the Sheriff or his designee. Personal leave shall be used within twelve (12) months of the date on which it is earned. Time that is not taken during the relevant twelve (12) month period will be lost.

Section 23.12 Sick Leave Conversion Upon Retirement Upon retirement under the Public Employees Retirement System employees may convert one-half of their accumulated sick leave to a maximum amount of conversion of 520 hours at the employee's rate of pay at the time of retirement. Additionally, to be eligible for sick leave conversion at retirement the employee must have worked for the Sheriff's Office at least ten (10) years immediately prior to retirement with no break in that ten (10) years of service. Upon conversion of sick leave all hours of accumulated sick leave will be deemed waived. No employee may have more than one (1) conversion of sick leave as an employee of the County. Employees hired after the date of execution of this Agreement shall only have sick leave earned while employed by the Sheriff's Office considered for purposes of sick leave conversion.

Section 23.13 Application for Conversions The application for the sick leave conversion payment must be made in writing, signed by the employee at his or her time of retirement. The conversion will be distributed to the employee not later than 30 days after the employee's retirement date.

## ARTICLE 24
## WAGES

The hourly wage rates for 2016, 2017 and 2018 for bargaining unit positions shall be as follows:

**Deputy- Communications/Corrections**

| | 1st Year | 2nd Year | 3rd Year | 4th Year |
|---|---|---|---|---|
| Effective January 1, 2015 | 18.02 | 18.27 | 18.52 | 18.77 |
| **Effective January 1, 2016 (50¢)** | 18.52 | 18.77 | 19.02 | 19.27 |
| **Effective January 1, 2017 (50¢)** | 19.02 | 19.27 | 19.52 | 19.77 |
| **Effective January 1, 2018 (50¢)** | 19.52 | 19.77 | 20.02 | 20.27 |

**Deputy-Patrol**

| | 1st Year | 2nd Year | 3rd Year | 4th Year |
|---|---|---|---|---|
| Effective January 1, 2015 | 19.02 | 19.27 | 19.52 | 19.77 |
| **Effective January 1, 2016 (50¢)** | 19.52 | 19.77 | 20.02 | 20.27 |
| **Effective January 1, 2017 (50¢)** | 20.02 | 20.27 | 20.52 | 20.77 |
| **Effective January 1, 2018 (50¢)** | 20.52 | 20.77 | 21.02 | 21.27 |

**Deputy Patrol (Assigned 40 hours per week)**

| | 1st Year | 2nd Year | 3rd Year | 4th Year |
|---|---|---|---|---|
| Effective January 1, 2015 | 19.71 | 19.96 | 20.21 | 20.46 |
| **Effective January 1, 2016 (50¢)** | 20.21 | 20.46 | 20.71 | 20.96 |
| **Effective January 1, 2017 (50¢)** | 20.71 | 20.96 | 21.21 | 21.46 |
| **Effective January 1, 2018 (50¢)** | 21.21 | 21.46 | 21.71 | 21.96 |

**Deputy-Detective**

| | |
|---|---|
| Effective January 1, 2015 | 20.52 |
| **Effective January 1, 2016 (50¢)** | 21.02 |
| **Effective January 1, 2017 (50¢)** | 21.52 |
| **Effective January 1, 2018 (50¢)** | 22.02 |

Any deputy who is assigned or who transfers into the detective division shall receive the detective rate of pay which shall not be less than the deputy's current salary.

Employees in the divisions of deputy-communications and deputy-corrections who are temporarily assigned duties as a deputy-patrol officer shall be paid at the first year rate for all hours assigned in the deputy-patrol division.

## ARTICLE 25
## HEALTH INSURANCE

Section 25.1 As additional compensation for employees covered by this Agreement, the County shall provide a medical and dental insurance plan under the terms of this Article.

Section 25.2 The employees' contribution of the monthly premiums for health, dental, and life insurance shall be no more than fifteen percent (15%) for the life of the Agreement. The Employer shall provide life insurance for each employee in the amount of $20,000.00.

Section 25.3 Employees who voluntarily waive their right to participate in the health insurance coverage provided by this Agreement shall be entitled to a Six Hundred Fifty Dollars ($650) annual bonus for single coverage and a One Thousand Two Hundred Dollars ($1200) annual bonus for family coverage. Employees in laid off status who have elected this waiver option shall receive a pro-rated dollar amount depending on length of layoff. The employee shall be compensated upon recall.

Section 25.4 The selection of the insurance carrier shall be at the discretion of the Employer. The Employer shall provide employees with a copy of the insurance policies. The Union recognizes the right of the Employer to secure alternate insurance carriers and to modify insurance coverage, which measures may be used to maintain or lessen

premium costs. In the event of any changes in carriers or coverage, the Employer shall notify the Union thirty (30) days in advance of the change and shall discuss the impact of any changes upon bargaining unit members upon request of the Union.

Section 25.5 The parties agree to establish a Labor/Management Health Care Advisory Committee in which representatives of the bargaining units have membership. The Committee may provide advice and recommendations to the County regarding carriers, healthcare coverage and ways to reduce healthcare costs. The composition, scope and operation of the Committee will be determined by the Employer and the Union.

## ARTICLE 26
## WORK PERIODS/OVERTIME

Section 26.1 Purpose This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency; improving services; or from establishing the work schedules of employees.

Section 26.2 Work Period The work period is any established and regularly recurring period of work, as determined by the Employer.

Section 26.3 Overtime All employees in the bargaining unit will be paid time and one half (1½) their regular rate of pay for all hours actually worked in excess of eighty (80) hours in a biweekly pay period.

For purposes of this Article, hours actually worked shall not include time spent on sick leave. However, time spent on sick leave shall be included in actual hours worked if the employee was mandated to work overtime in that biweekly pay period. Overtime, in order to be compensated under this Article, must have prior approval of the Sheriff or his Designee.

Section 26.4 Pyramiding There shall be no pyramiding of pay for the same hours worked.

Section 26.5 Overtime Opportunities When filling overtime, the Employer shall attempt to first seek employees who desire to work the required overtime. The Employer may, however, require employees to work overtime if necessary. No back to back forces will be required except in emergencies.

Section 26.6 Lunch Period Each member of the bargaining unit may take one-half (1/2) hour for a lunch period each shift. Each member may also take two (2) fifteen (15) minute breaks each shift. Scheduling all such breaks are subject to the workload and members must respond to calls when on any break.

Section 26.7 Call-out, Court Time and Charge Filing Time

(1) "Call-out" occurs when a supervisor specifically requests a member of the bargaining unit to return to work to do unscheduled, unforeseen, or emergency work after the member has left work upon the completion of the regular day's work, but before he is scheduled to return to work and any mandatory formations.

Employees are not entitled to call-out pay when required by the Sheriff's Office to return their vehicle for equipment to the Sheriff's Office during off duty hours.

(2) "Court time" is that time required by the County for any job-connected court appearance.

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

When a member is engaged in (1) or (3), he shall be paid a minimum of two (2) hours pay at one and one-half (1½) times his regular rate or he shall be paid for the actual hours worked at the applicable rate, whichever is greater. When a member is engaged in (2), he shall be paid a minimum of three (3) hours pay at one and one-half (1 ½) times his regular rate or he shall be paid for the actual hours worked at the applicable rate, whichever is greater. Employees engaged in (1), (2), or (3) above, who complete their duties in under two (2) or three (3) hours respectively, shall report to the shift sergeant and may be required to perform other duties for the remaining paid time.

Section 26.8 Prescheduled overtime will be selected based on seniority on a weekly basis. The most senior employee may select posted overtime but is only guaranteed his first choice (up to 8 hours) within the Deputies' assigned division. Other employees based on seniority may select or bump other overtime opportunities within a workweek based on seniority within the Deputies' assigned division. Prescheduled overtime is that which is scheduled at least twenty-four (24) hours in advance.

## ARTICLE 27
## PERS PICK-UP UTILIZING THE SALARY REDUCTION METHOD

Section 27.1 The Employer shall pick-up contributions to the Public Employees Retirement System paid on behalf of the employees in the bargaining unit utilizing the salary reduction method under the following terms and conditions.

Section 27.2 The amount to be "picked-up" on behalf of each employee shall be the employee's share of the employee's gross annual compensation or any statutorily mandated increase. The employee's annual compensation shall be reduced by an amount equal to that "picked-up" by the Employer for the purpose of State and Federal tax.

Section 27.3 The pick-up percentage shall apply uniformly to all members of the bargaining units.

Section 27.4 The pick-up shall apply to all compensation including supplemental earnings.

Section 27.5 The parties agree that should the rules and regulations of the IRS, or the retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.

## ARTICLE 28
## PROFESSIONAL LIABILITY COVERAGE

Section 28.1 The parties understand that employees, as agents of the Employer, are protected by the provisions of Revised Code Chapter 2744. The County is obligated under Revised Code Chapter 2744 to defend employees acting within the scope of their employment against lawsuits and actions brought against employees by third parties. Should the County purchase such professional liability insurance, or in the event the County becomes self-insured for professional liability, the County shall advise the Union and employees of the new plan and the extent of its coverage.

Section 28.2 The parties recognize that the Employer is not required by this Agreement to provide employees in the bargaining unit in positions covered by police professional liability insurance with professional, outside liability insurance coverage regardless of cost.

Section 28.3 If the Sheriff is covered under a third party insurance agreement for professional liability insurance, employees shall also be covered. If the Sheriff is covered through a self-insurance program, the employees shall also be covered.

## ARTICLE 29
## MEDICAL EXAMINATION

Section 29.1 Examinations - General Examination of employees to determine their ability to perform the material and substantial duties of their position and assignment may be required of employees. Examinations shall be required for employees when ordered by the Employer or his designee. Examinations may be either periodic or as the Employer or designee require.

Section 29.2 Health and Safety Examinations are intended to guard the health and safety of employees and will be ordered, only when, as a precautionary measure, periodically to ensure the health of employees or when in individual situations, the Employer has reasonable concern for an employee's ability to perform the material and substantial duties of his position.

Section 29.3 Examinations The Employer may require an employee to take an examination, conducted by a licensed practitioner to determine the employee's physical or mental capability to perform the material and substantial duties of the employee's position. If found not qualified, the employee may request available sick leave or vacation or disability leave without pay with the right to return within one year. The cost of such examination shall be paid by the County. If the employee disagrees with said determination he may be examined by a physician of his choice at his expense. If the two reports conflict a third opinion shall be rendered by a neutral physician chosen by the first two physicians whose decision shall not be appealable to the grievance procedure. The neutral physician's cost shall be borne by the Employer.

Section 29.4 Inability To Perform If an employee after examination is found to be unable to perform the material and substantial duties of his position, then the employee may utilize accumulated unused sick leave or other leave benefits (including but not limited to worker's compensation, if eligible). If an employee applies for disability retirement benefits, the Employer will support that application. However, this provision may not be considered an admission or agreement for Workers' Compensation benefits.

Section 29.5 Leave Status Leave under the provisions of this Article shall continue for a period of two (2) years (which period includes time spent in any leave status, paid or unpaid) unless the employee is certified as being able to return to work by a physician of the Employer's choice. If an employee refuses to go on a leave status or refuses to request paid or unpaid leave, the Employer may place the employee on an unpaid leave or disability leave. If the employee is not able to return to work by the end of that two (2) year period, he or she shall be deemed permanently separated from employment with the Employer.

Section 29.6 Return From Leave Employees requesting return from disability leave must submit documentation of their ability to perform the essential functions of their position. The Employer may require an examination prior to return to work.

Section 29.7 Requirements Refusal of an employee to submit to an examination will be considered as insubordination and shall be grounds for discipline which may include dismissal.

Section 29.8 Cost Of Examinations Any costs for examination required by the Employer shall be paid by the Employer. Employees shall have the right to submit examination reports to the Employer that would respond to the questions of an employee's ability to perform the material and substantial duties of his position.

# ARTICLE 30
# FILLING OF POSITIONS

Section 30.1 Filling of Positions The parties agree that all appointments to positions covered by this Agreement shall be filled in accordance with this Article. This Article specifically covers appointments to the positions covered by this Agreement. All other positions shall be filled by the Employer with the procedure the Employer determines. Nothing in this Article restricts the Sheriff's authority to make original appointments.

Section 30.2 Posting and Testing Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be posted on the bulletin boards for seven (7) calendar days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer or by signing and dating the posting. The Employer shall not be obligated to consider any

applications submitted after the posting period or received from applicants who do not meet the minimum qualifications for the position. Employees may submit a bid on behalf of other employees in their absence.

With respect to filling positions in the bargaining unit, other than support officer (detective), the Employer shall appoint the most senior employee who timely bids and meets the minimum qualifications for the vacant position.

In the event of a vacancy in the position of support officer (detective) the Sheriff or his designee shall, at his sole discretion fill the vacancy taking into consideration the following criteria:

1. The needs of the Office;
2. Relevant qualifications;
3. Experience and years of service in the police profession;
4. Past job performance; and
5. Special training, skills, or education.

Section 30.3 Temporary Filling of Vacancy Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis. Such temporary assignments shall not exceed one hundred eighty (180) days.

If a school objects to the appointment of a DARE or school resource officer, a meeting will be held between the school, the officer and the Employer to discuss the appointment. If the school continues to object following the meeting, the Employer will appoint the next most senior officer subject to the same stipulation.

Section 30.4 Employees seeking to fill a detective vacancy must have served a minimum of three (3) years cumulative in road patrol.

## ARTICLE 31
## LUNCH

Section 31.1 Members assigned to the jail and dispatch will receive one meal each day at the Employer's cost. Employees required to be out of County for the purpose of a transport shall receive one (1) meal at the employer's expense for a transport that lasts five (5) or more consecutive hours. Members not assigned to the jail or dispatch and who want to receive a meal from the jail kitchen shall pay a fee of two dollars ($2.00) per meal.

## ARTICLE 32
## VEHICLES

Section 32.1 Where a vehicle is not available for an employee and the employee is required by the Employer to use his personal vehicle to perform work for the Employer, the employee will be reimbursed at the County mileage reimbursement rate.

## ARTICLE 33
## APPLICATION OF CIVIL SERVICE LAW

Section 33.1 Application of Civil Service Law Except as expressly otherwise provided in this Agreement or specifically excepted from the scope of collective bargaining by the provisions of Revised Code Chapter 4117, no section of the civil service laws contained in Revised Code Chapter 124 shall apply to employees in the bargaining units. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

## ARTICLE 34
## WAIVER IN CASE OF EMERGENCY

Section 34.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Sheriff of Coshocton County, or the Federal or State legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended for up to seven (7) days by the Employer:

A. Time limits for the processing of grievances; and,
B. All work rules and/or agreements and practices relating to the assignment of employees within their Division.

Section 34.2 Upon the termination of the emergency should valid 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 such grievances(s) had progressed prior to the emergency.

## ARTICLE 35
## HOLIDAYS

Section 35.1 Members shall have the following paid holidays:

| | |
|---|---|
| New Year's Day | (1st day of January) |
| Martin Luther King Day | (3rd Monday of January) |
| President's Day | (3rd Monday of February) |
| Memorial Day | (Last Monday of May) |
| Independence Day | (4th day of July) |
| Labor Day | (1st Monday in September) |
| Columbus Day | (2nd Monday in October) |
| Veteran's Day | (11th day of November) |
| Thanksgiving | (4th Thursday of November) |
| Christmas | (25th day of December) |

Section 35.2 Employees shall be scheduled off and paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 1 above during the pay period in which the holiday falls, or shall be paid double-time and one half (2½) for all hours worked on the holiday. All employees who are scheduled/required to work a holiday will receive double-time and one-half (holiday pay + 1½ overtime) for all hours actually worked. Employees who volunteer to work on a holiday will receive double-time and one-half (holiday pay + 1½ overtime) for the first eight hours actually worked and regular time and one-half (1½) for all hours actually worked in excess of eight (8).

Section 35.3 If a holiday occurs during a period of paid sick leave or vacation leave, the employee will draw normal pay and will not be charged for sick leave or vacation leave.

Section 35.4 Employees shall have the following options for receiving paid holiday compensation as defined in sections 35.2 and 35.3 of this article:

(1) Receive wage compensation at the time earned;

(2) Defer payment of up to twenty-four (24) hours of earned paid holiday pay until the last pay period in November.

(3) Convert up to sixteen (16) hours of paid holiday (at the rate earned) into personal time off. Personal time off converted pursuant to this article shall be used within twelve (12) months of the date on which it is earned. Time not taken during the relevant twelve (12) month period will be paid.

## ARTICLE 36
## MILITARY LEAVE

Section 36.1 All employees who are members of the Ohio National Guard, The Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duties for periods not to exceed a total of thirty-one (31) calendar days in one (1) calendar year. Employees are required to submit to the Employer an order of statement from the appropriate military commander of evidence for such duty. There is not a requirement that the service be in one continuous period of time. The maximum number of hours for which payment will be made in any one (1) calendar year under this provision is two hundred forty-eight (248) hours. Employees on paid, annual military leave shall receive their usual daily compensation at the Office.

Employees who are members of those military components listed above are entitled to leave of absence from their respective positions without loss of pay for the time they are performing services in the uniformed services, for periods of up to one month, for each calendar year in which they are performing services in the uniformed services. Military leave shall also be granted as required by federal and state law.

## ARTICLE 37
## LEAVES OF ABSENCE

Section 37.1 Purpose Leave of absence without pay may be granted for any legitimate purpose at the discretion of the Sheriff including but not limited to, the following:

1. To further a member's education. (Ordinarily such a leave will be granted only if the leave will directly benefit the County as well as the individual and provided the member agrees to return to County employment for a specified period of time after such leave.)

2. To attend funerals not covered by paid leave.

3. To care for a member of the immediate family in case of extended illness or injury in circumstances not covered by sick leave.

4. Illness not covered by sick leave.

Section 37.2 Procedure A member desiring to apply for a leave of absence without pay should submit an application to the Employer outlining the reason for the request. If possible, such requests should be made at least fourteen (14) days in advance.

Section 37.3 Conditions All such leaves will be given in writing. The length of and other conditions of each leave granted will be determined by the facts and circumstances of the case. All fringe benefits cease while a member is on leave without pay. The Employer shall continue to provide insurance coverage for thirty (30) days for any employee on leave of absence. The member may continue the health insurance coverage at his or her own expense after the thirty (30) day period consistent with state and federal law.

Section 37.4 Return From Leave Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists due to abolishment.

Section 37.5 Cancellation/Expiration Of Leave If it is found that leave is not actually being used for the purpose which it was granted, the Employer may cancel the leave and direct the employee to return to work by giving written notice to the employee.

An employee may return to work before the scheduled expiration of leave if requested in writing by the employee and approved by the Employer. Failure to return to duty upon expiration of the expiration of the leave or within three (3) days of notification of cancellation of leave of absence shall be just cause for removal.

## ARTICLE 38
## DISABILITY LEAVE OF ABSENCE

Section 38.1 A member incurring any disability not duty-connected after he or she has exhausted all of the paid leave to which he or she is entitled, may be granted a leave without pay for a period not to exceed three (3) months, subject to approval of the Sheriff and to the following provisions:

1. The member shall apply for such leave, in writing, to the Employer. Such requests will not be unreasonably denied.

2. The member shall submit a physician's report with his or her application, including a statement regarding the nature of the disability and whether or not the member is able to work.

3. The member shall submit to the Employer a physician's statement of release for work before returning to work.

Section 38.2 The Sheriff or his designee may require an employee who has requested leave under this Article or who seeks to return from leave, prior to and as a condition of his leave or 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. The cost of this examination shall be borne by the Employer.

If the two reports conflict, a third opinion shall be rendered by a neutral physician chosen by the first two physicians whose decision shall be final and not appealable to the grievance procedure.

Section 38.3 The employee may request an extension of up to three (3) months. Such request shall be in writing with supporting documentation for the request.

Section 38.4 At the time of the expiration of the Disability Leave of Absence under this Article or the expiration of an unpaid Leave of Absence under Section 37.1 (4) any employee who is still unable to perform the essential functions of his/her position, with or without a reasonable accommodation, and who has exhausted all unpaid leave under the Family and Medical Leave Act, may be subject to an involuntary disability separation as otherwise provided for in O.A.C. §123:1-30-01 (A)-(E) and (G). While an employee who has been disability separated may utilize the grievance and arbitration procedure found in Article 14 herein, the employee may not appeal the disability separation to the State Personnel Board of Review as otherwise provided for on O.A.C. §123:1-30-01 (f).

## ARTICLE 39
## PERSONAL DAY

Section 39.1 In addition to vacation and holidays, bargaining unit members shall be entitled to one (1) personal leave day annually. Up to sixteen (16) hours of holiday pay may be converted to personal time annually. Personal leave days may be taken at any time during the year but must be taken during the calendar year it is earned. Time that is not taken during the calendar year in which it is earned will be lost.

Section 39.2 Employees must submit written requests for use of the personal leave day at least forty-eight (48) hours in advance of the date requested. Personal leave days may only be taken with the approval of the Sheriff or his designee, which approval shall not be unreasonably denied.

## ARTICLE 40
## FUNERAL LEAVE

Section 40.1 Funeral leave for nucleus family members. In the event of a death in the nucleus family of an employee, the employee shall be granted up to three (3) days to attend the funeral, make funeral arrangements, and carry out other responsibilities relative to the funeral. The nucleus family members are the employee's spouse, person living in place of spouse, parent, child, step-child, sibling, step-sibling, grandparent, parent-in-law, and step parents or any other relation living in the employee's household.

Section 40.2 Funeral leave for extended family members. In the event of a death in the extended family of an employee, the employee shall be granted one (1) day to attend the funeral of the member of the extended family. The extended family members are the employee's grandparents-in-law, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and any other person approved at the sole discretion of the Sheriff.

Section 40.3 Use of sick leave. In the event the employee requires time in addition to the funeral leave specified above to travel to a funeral or for members of the nucleus family to carry out responsibilities relative to the funeral, the employee may use up to three (3) days of accumulated, unused sick leave. Such request shall be submitted on a leave request form to the Sheriff's Office.

Section 40.4 The Sheriff, in his sole discretion, may grant additional time off for funeral leave on a case-by-case basis.

## ARTICLE 41
## INJURY LEAVE

Section 41.1 Any employee unable to do work because of a job-related disabling condition, shall be entitled to an injury leave of absence at his regular rate of pay, for seven (7) working days, per injury, if he is medically certified as being unable to work. If an employee is injured in the pursuit or apprehension of a criminal or criminal suspect, this leave may be extended by an additional fourteen (14) working days per injury. This leave shall not be charged to regular sick leave. During such injury leave of absence, the employer will maintain regular payments into medical, dental, optical and pension plans to ensure continued coverage for the employee and any dependents. Seniority, vacation benefits and pension credits shall be given for the time spent on such injury leave of absence.

The County shall have the option of requesting a second opinion at no cost to the employee. At the end of the seven-day period, the employee shall have his choice to go on regular sick leave, or Workers' Compensation.

Section 41.2 Full-time employees may be eligible to supplement the Workers' Compensation benefits they receive with accumulated unused sick leave. Employees who apply for and receive Workers' Compensation may apply to have sick leave paid to make up the difference between the amount received from Ohio Industrial Commission (OIC) Workers' Compensation and their normal salary. Sick leave used to supplement Workers' Compensation shall be calculated to the nearest one-half (1/2) hour and be processed through normal payroll up to one (1) year. This leave shall be used to recover from a medically verified disabling condition sustained in the direct line of duty, which prevents employees from performing the material and substantial duties of their normally assigned duties. An "injury" includes one or more physical impairments resulting from the same accident or occurrence, which render the employee unable to perform the material and substantial duties of his position.

Section 41.3 If the Sheriff disputes the injury leave request or the job-related nature of the injury the employee may be required by the Sheriff to submit to an examination conducted by a licensed Ohio physician selected from a list of five (5) provided and paid for by the Employer. The physician must certify whether or not the employee is able to perform the material and substantial duties of his position, which certification is a condition to receive injury leave benefits pursuant to this article.

The employee must apply for and exhaust all reasonable efforts to receive Workers' Compensation.

Injury leave only applies to personal injury of an employee occurring in the line of his duty. The employee shall complete an accident/injury investigation form and in conjunction with the Sheriff (or his designee) shall report such injury to the Sheriff immediately and insure that a claim is filed with the OIC.

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

Section 41.4 Employees shall be eligible to participate in the health insurance benefits in the same manner as provided in this Agreement for the first year after the injury. Employees on extended disability, beyond one year, will be eligible to convert their health insurance according to the provisions of the health insurance plan.

Section 41.5 Employees will continue to accrue seniority during the period an employee is receiving the sick leave supplement to the Workers' Compensation benefits. Employees on disability supplement shall not accrue additional sick leave, personal days or vacation.

## ARTICLE 42
## COMPENSATORY TIME

Section 42.1 Employees may be entitled to accumulate compensatory time in lieu of payment for overtime. Compensatory time shall accumulate at one and one-half (1 ½) times the regular rate of pay for the hours of overtime worked and may accrue to a maximum of one hundred (100) hours.

Section 42.2 Compensatory time not utilized within twelve (12) months of the time it is earned shall be converted to cash payment at the overtime rate in effect at the time the compensatory time is paid.

Section 42.3 Upon resignation or retirement from the Sheriff's Office, employees shall be entitled to compensation for accumulated, unused comp time.

## ARTICLE 43
## LONGEVITY

Section 43.1 Longevity pay shall be made to employees at the rate of eight (.08) cents per hour starting on their fifth ($5^{th}$) anniversary of service with the Sheriff's Office. Employees shall receive the corresponding cents per hour for each year of service thereafter.

The following formula will be used when calculating longevity into an employee's pay: (Years of Service - 4) Longevity Rate)) + Base Pay = Pay

## ARTICLE 44
## MISCELLANEOUS

Section 44.1 Equipment to be Provided The Employer shall provide all equipment required to perform duties and training as determined by the Sheriff or his designee.

Section 44.2 Receipt of Pay Checks Employees who work the third shift (11:00 p.m. until 7:00 a.m.) shall receive their paycheck upon completion of their shift on pay day, subject to the approval of the County Auditor.

Section 44.3 Detective Stand-by Pay Any detective required to be on stand-by duty for the Sheriff's Office shall receive one (1) hour pay (at 1 ½ comp time or pay) for any day they are assigned stand-by.

Section 44.4 Donation of Leave Time At the sole discretion of the Sheriff, employees may be permitted to voluntarily donate compensatory time, sick leave, and/or vacation leave to any employee who is determined to have a devastating or terminal illness and has used all leave benefits. To donate sick leave, the bargaining unit member will also be required to donate compensatory time or vacation in equal amounts to the sick leave. The Sheriff's decision shall not be subject to the grievance/arbitration procedure.

Section 44.5 Purchase of Hearing Aid The Employer shall pay up to one thousand dollars ($1,000.00) towards the purchase of a prescription hearing aid for each member of this bargaining unit when it is determined that it is necessary for such employee to function properly with a hearing aid.

Section 44.6 Replacement of Uniforms and Personal Items Employees who have Sheriff's Office issued equipment or uniforms damaged or destroyed in the course of employment which might be subject to reimbursement through criminal or court procedures shall be responsible for submitting requests for cost reimbursements to the court.

Employees who have personal items damaged or destroyed due to no fault of their own are entitled to reimbursement up to a maximum of one hundred fifty dollars ($150.00). Employees may receive reimbursement of actual replacement cost for eyeglasses. Employees seeking reimbursement must submit the request to the Sheriff within twenty-four (24) hours of the occurrence where practicable. Employees shall also be responsible for submitting requests for reimbursement of personal items through the court if such procedures are available. In the event that the employee is reimbursed by the Sheriff's Office, any reimbursement received through criminal or court procedures must be remitted to the Sheriff's Office up to the amount reimbursed by the Sheriff's Office.

Section 44.7 Uniforms The Sheriff shall establish the uniform and equipment required of all employees. The Employee shall be responsible for the maintenance, upkeep and cleaning of their uniforms and equipment. Upon appointment, each new Employee shall receive a full issue of uniforms and equipment, which shall be paid for by the Employer. Employee shall be subject to inspection of all uniforms and equipment.

All bargaining unit members shall have a uniform allowance of seven hundred dollars ($700.00) in 2016 and in 2017 that will increase to seven hundred twenty-five dollars ($725.00) in 2018 and which will be held in an account by the Sheriff's office and will be issued with invoices or receipts as needed to purchase work related items using an approved vendor list of the Sheriff. The uniform allowance may only be utilized between February 1 and November 30 each year of the contract. If outside vendor is used preapproval of item must be obtained in order to be reimbursed per Employee each year for the life of the agreement.

Employees who are assigned to the detective bureau will receive an additional one-time clothing allowance of three hundred dollars ($300.00) prior to entering the bureau. Additionally, employees who are re-assigned by the Employer from the detective bureau to a uniformed position will receive a one-time clothing allowance of three hundred dollars ($300.00) prior to the reassignment.

Section 44.8 Ammunition Upon request, the Employer will provide bargaining unit employees with one (1) box of duty ammunition (for a weapon the employee uses to qualify) per month. The parties agree to meet and discuss ways to ensure the ammunition is used for work purposes. Sheriff's Office ammunition shall not be used when qualifying with new duty weapons outside the annual qualifications.

Section 44.9 Purchase of Duty Weapon at Retirement Employees separated from service, other than for just cause, who have completed at least fifteen (15) years of service or more, shall have the option to purchase their Employer-issued duty weapon, providing they had that weapon for ten (10) years or more, for the sum of one ($1.00) dollar.

## ARTICLE 45
## F.O.P. TIME

Section 45.1 The bargaining unit is entitled to a total of twenty-seven (27) hours per year of this Agreement without loss of pay to be used among bargaining unit officials or grievance representatives to attend to Union related activities. The grievance chairman shall decide which bargaining unit members may use this time and shall inform the Employer of the members' names. Union members using time pursuant to this section shall keep track of the time used and present an accounting to the Employer with their regular timesheets.

Section 45.2 Any employee wishing to use such F.O.P. time shall request the permission of his supervisor, and permission will not be unreasonably withheld.

Section 45.3 Such activities shall not interfere with the performance of duties by other employees. F.O.P. release time will not result in overtime.

## ARTICLE 46
## LAYOFF AND RECALL

Section 46.1 Layoff Notification When the Employer determines that a layoff or job abolishment is necessary for lack of work, lack of funds or reorganization, they shall notify the affected employees as soon as is practicable, but in any case no less than thirty (30) calendar days in advance of the effective date of the layoff or job abolishment. The Union agrees to meet with the Employer to discuss layoffs and alternate means to layoffs if requested by the Employer, including the possibility of voluntary layoffs, if feasible.

Section 46.2 Layoff The Employer shall determine in which divisions layoffs will occur and layoffs of bargaining unit employees will be by division. Employees shall be laid off within each classification in the inverse order of their Office seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off.

Within a division where a layoff occurs, all temporary, intermittent, part-time, and seasonal employees of the Department will be laid off before members of the bargaining units.

Section 46.3 Bumping Rights If a layoff or job abolishment occurs, the affected employee will have the right to first bump a less senior employee within a Division. The Employee would next have the right to bump an employee in a lower Division, based on Office seniority.

In the event the affected employee is a Sergeant, the affected Sergeant would first have the right to bump a Sergeant within the same Division, based on seniority as a Sergeant within that Division. The affected employee would next have the right to bump a less senior employee within that Division. The affected employee would then have the right to bump an employee in a lower Division based on Office seniority. An employee cannot bump into a higher rank.

An affected employee will have five (5) working days to notify the Employer of his intent to bump to the desired position. The Employer will then notify the newly affected employee. The newly affected employee will then become the affected employee and will have the bumping rights previously stated.

Employees' bumping rights shall be subordinated to the need of the Sheriff's Office to employ an adequate number of individuals of the appropriate sex to work in the jail and to attend to prisoners. This number shall be consistent with the BFOQ filed with the Ohio Civil Rights Commission.

If an affected employee has no bumping rights, or chooses not to utilize his bumping rights, the affected employee will be placed on layoff status.

Section 46.4 Divisions

For purposes of this Article, the Divisions will be separated as follows in order from highest to lowest:

Detective
Road
Dispatch
Corrections

Section 46.5 Cooperation In Event of Layoff The parties recognize that numerous positions within the bargaining unit are funded pursuant to a contract between the County and the City of Coshocton. In the event that this contract is eliminated or reduced, that elimination or reduction shall be the proper basis for layoffs and the County shall not be obligated to prove a lack of funds or lack of work.

Section 46.6 Recall Employees who are laid off shall be placed on a recall list for no less than one (1) year. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their Office seniority. Recalled employees must be qualified to perform the work in the position to which they are recalled or must acquire the appropriate training and certification within the time period specified by statute or regulation.

Section 46.7 Notice Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice, return receipt requested, to the last mailing address provided by the employee.

The recalled employee shall have ten calendar (10) days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have fifteen (15) calendar days following the date of mailing of the recall notice in which to report for duty, unless a different date for return to work is mutually agreed.

## ARTICLE 47
## DURATION

Section 47.1 This Agreement shall become effective January 1, 2016 and continue until midnight, December 31, 2018.

Section 47.2 If either party desires to modify, amend, or terminate this Agreement, it shall give notice of such intent no earlier than ninety (90) calendar days prior and not later than sixty (60) calendar days to the expiration date of this Agreement. Such notice shall be pursuant to the State Employment Relations Board (O.A.C. 4117-09-02). The parties shall commence negotiations within two (2) weeks upon receipt of the notice of intent.

Section 47.3 The provisions of this Agreement constitute the entire agreement between the Employer and the Union and may be amended in writing by Agreement of the parties.

## ARTICLE 48
## EXECUTION

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be duly executed this 29th day of February, 2016.

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

Andrea H. Johan, Senior Staff Representative

Dep. Chris Walters

Deputy Chris Walters, Bargaining Team Member

Deputy Eric Demattio, Bargaining Team Member

**For the Coshocton County Sheriff's Office:**

Sheriff Timothy L. Rogers

Lieutenant James Crawford

**Approved:**
Coshocton County Board of County Commissioners

Gary L. Fischer, Commissioner

D. Curtis Lee, Commissioner

Dane R. Shryock, Commissioner

Approved as to Form:

Jason Given
Coshocton Co. Prosecuting Attorney