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AGREEMENT

BETWEEN

**THE HOLMES COUNTY
SHERIFF'S DEPARTMENT**

and

**OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION**

[OPBA]

**Effective: January 1, 2014
Expires: December 31, 2016**

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**ARTICLE I
PREAMBLE/PURPOSE**

SECTION 1.

This Agreement, entered into by the Holmes County Sheriff's Department, hereinafter referred to as the "Employer," and the Ohio Patrolmen's Benevolent Association hereinafter referred to as the "Union," has as its purpose the following:

- A. To comply with the requirements of Chapter 4117 of the Ohio Revised Code;
- B. To achieve and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein;
- C. To provide for the adjustment of grievances which may arise;
- D. To achieve and to maintain a stabilized employer-employee relationship, and
- E. To assure the continuation and effectiveness of public services.

**ARTICLE 2
UNION RECOGNITION**

SECTION 1.

The Employer recognizes the Union as the sole and exclusive bargaining agent and representative for those employees in the bargaining unit for bargaining wages, hours, or terms and other conditions of employment in the following units:

Unit 1 – Road Patrol

Included: All members of the Holmes County Sheriff's Department below the rank of Sergeant, including all road patrol officers and detectives.

Excluded: All management-level employees, professional employees, and supervisors as defined in the Code, all members of the Holmes County Sheriff's Department with the rank of Sergeant or above, and all other employees.

Unit 2 – Correction Officers & Communication Officers

Included: All sworn/non-sworn employees of the Holmes County Sheriff's Department, in the classifications of Correction Officers and Communication Officers.

Excluded: All management-level employees, professional employees and Supervisors as defined in the Code, all casual employees as defined by the State Employment Relations Board; and all other employees, including Records Clerks and Cooks.

ARTICLE 3 NEW JOB CLASSIFICATIONS

SECTION 1.

In the event the Employer, subsequent to the date of execution of this Agreement, creates any new job classifications or job titles within the Holmes County Sheriff's Department, the Sheriff shall give written notice to the Union. The Employer, upon request from the Union, will meet promptly with the Union for purposes of discussing whether or not such job classification(s) or job title(s) shall be included in or excluded from the bargaining unit. In the event the parties are unable to agree, the question of including or excluding the new position(s) may be submitted by either party to the State Employment Relations Board (SERB), whose determination will be final and binding upon the parties.

ARTICLE 4 MANAGEMENT RIGHTS

SECTION 1.

Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of Holmes County Sheriff's Department, in addition to all other functions and responsibilities, which are required by law. Specifically, the Employer's exclusive management rights include, but are not limited to the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall, or to reprimand, suspend, discharge or discipline for just cause to maintain order among employees;
- B. To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;
- C. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- D. To determine the Department's goals, objectives, programs and services, and to utilize both internal and external personnel in a manner designed to effectively meet these purposes.
- E. To determine the size, composition and duties of the workforce, the number of shifts required; to establish work schedules; to establish hours of work; to

establish, modify, consolidate or abolish jobs (or classifications); and to determine staffing patterns, including, but not limited to the assignment of employees, duties to be performed, qualifications required, and areas worked;

- F. To relieve employees from duty due to lack of work, lack of funds, or for other legitimate reasons which improve the economy or efficiency of the Department;
- G. To determine when a job vacancy exists, the standards of quality and performance to be maintained;
- H. To determine the necessity to schedule overtime and the amount required thereof;
- I. To maintain the security of records and other pertinent information;
- J. To determine the overall budget;
- K. To maintain and improve the efficiency and effectiveness of the Employer's operations and
- L. To determine and implement necessary actions in emergency situations.

SECTION 2.

The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law, shall remain the function of the Employer.

**ARTICLE 5
NON-DISCRIMINATION**

SECTION 1.

Both the Employer and the Union agree to abide by all applicable laws prohibiting discrimination on the basis of age, sex, race, color, creed, national origin, political affiliation, marital status, or disability.

SECTION 2.

All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

SECTION 3.

Where there is an alleged violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission or the courts of Ohio or the United States, such matter shall not be appealable through the grievance procedure contained in this Agreement. The Employer, the

employees and their representatives, however, may meet in an effort to resolve the alleged violation prior to the appeal to any outside agency.

SECTION 4.

Neither the Employer nor the Union shall discriminate against, interfere with, restrain, or coerce any employee because of membership or non-membership in the Union; nor interfere in any way with the right of an employee exercising the right to abstain from membership or involvement in lawful union activities.

**ARTICLE 6
RULES AND REGULATIONS**

SECTION 1.

The Union recognizes that the Employer, in order to carry out its statutory mandates and goals has the right to promulgate work rules, regulations, policies and procedures, consistent with the Employer's statutory authority to regulate the personal conduct of the employees, and the conduct of the Employer's services and programs.

SECTION 2.

The Employer recognizes that no work rules, regulations, policies or procedures shall be in violation of any expressed terms of this Agreement. Work rules, policies, and directives shall be interpreted reasonably and applied uniformly to all employees under similar circumstances. Wherever practical, work rules shall be posted for five (5) workdays prior to becoming effective.

**ARTICLE 7
CORRECTIVE ACTION**

SECTION 1.

No form of disciplinary action will be taken against any employee except for just cause.

SECTION 2.

Disciplinary action may include: (a) verbal warning; also known as "verbal instruction and cautioning;" (b) written reprimand; (c) suspension without pay; (d) reduction, or (e) discharge from employment.

SECTION 3.

Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner. Progressive discipline will take into account the nature of the violation, the employee's record of discipline and the employee's record of conduct.

SECTION 4.

Records of disciplinary action shall have force and effect according to the following schedule, based on severity of offenses, provided there have been no intervening disciplinary actions taken during the same time period.

Verbal warning.....	6 months
Written Reprimand.....	18 months
Suspension of any duration	24 months

SECTION 5.

Suspensions, reductions or discharges may be appealed in an expedited fashion by filing a grievance at Step 2 of the grievance procedure within five (5) days of receipt of the order of discipline.

SECTION 6.

The Employer agrees that all disciplinary procedures shall be carried out in a private and businesslike manner. Whenever an employee is called into any meeting for the purpose of discipline or disciplinary investigation/questioning, upon request, the employee shall be entitled to Union representation.

SECTION 7.

A member of the bargaining unit may, at reasonable times, request an opportunity to review his/her personnel service record during normal business hours. Upon written authorization of the bargaining unit member, a Union representative may also review the personnel service record of this individual.

SECTION 8.

Any material in the employee's personnel record which has not been seen or signed by him, or a copy sent to him, will not be used against him/her during progressive discipline. The signing of any materials to be placed into an employee's personnel record will indicate acknowledgment not an agreement by the employee as to the contents of the material. If an employee refuses to sign the materials presented to him for signature under this section, the Employer may request the Union sign on the employee's behalf. In any event, an employee's or Union's refusal to sign materials presented for signature under this section will not impede the Employer from using the discipline during subsequent progressive discipline.

**ARTICLE 8
GRIEVANCE PROCEDURE**

SECTION 1.

The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered and appropriate action taken to correct a particular situation.

SECTION 2.

The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement, nor those matters not covered by this Agreement.

SECTION 3.

A grievance under this procedure may be brought by any member of the bargaining unit. Where a group of the bargaining unit members desire to file a grievance involving a situation affecting each member, only one (1) member will process the grievance.

SECTION 4.

Where an employee alleges discrimination as a member of a protected classification under Title VII of the Civil Rights Act of 1964, as amended, he/she shall not seek redress through the grievance procedure outlined in this Article.

SECTION 5.

All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of Employer's answer at the last completed step. Any grievance not answered by the Employer within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure.

SECTION 6.

The written grievance shall be submitted on the grievance form (Appendix D) and shall contain the following information:

- A. Aggrieved employee's name;
- B. Aggrieved employee's classification;
- C. Name of employee's immediate supervisor;
- D. Date and time of incident giving rise to grievance;
- E. Date and time grievance was first discussed;
- F. Date grievance was filed in writing at Step 1;
- G. A statement as to the specific Articles and Sections of the Agreement violated;
- H. A brief statement of the facts involved in the grievance; and
- I. The remedy requested to resolve the grievance.

SECTION 7.

The time limitations provided for in this Article may be extended by mutual agreement between the Employer and the Union; business days, as used in this Article, shall not include Saturdays, Sundays or holidays.

SECTION 8.

Each grievance shall be processed in the following manner:

INFORMAL STEP

An employee having a grievance may, within five (5) business days of the incident giving rise to the grievance, bring the issue to the attention of his/her supervisor. The supervisor shall discuss the grievance with the employee and within one (1) business day of their discussion respond to the employee.

If the employee is not satisfied with the supervisor's response, the employee may within five (5) business days reduce the grievance to writing on the grievance form and submit a formal grievance at Step 1.

STEP 1 – SUPERVISOR

Within two (2) business days of receipt of a written grievance, the supervisor shall schedule a formal meeting with the employee filing the grievance and notify the Union of the meeting. The supervisor shall provide the employee with a written response to the grievance within five (5) business days of the meeting.

If the employee is not satisfied with the written response from the supervisor, the employee may within five (5) business days pursue the grievance to Step 2 of the procedure.

STEP 2 – DEPARTMENT HEAD

Within two (2) business days of receipt of a written grievance, the Department Head shall schedule a formal meeting with the employee filing the grievance and notify the Union of the meeting. The Department Head shall provide the employee with a written response to the grievance within five (5) business days of the meeting.

If the employee is not satisfied with the written response from the Department Head, the employee may within five (5) business days pursue the grievance to Step 3 of the procedure.

STEP 3 – SHERIFF

Within five (5) business days of receipt of a written grievance, the Sheriff or his/her designated representative shall schedule a formal meeting with the employee filing the grievance and notify the Union of the meeting. Within five (5) business days after the meeting, the Sheriff or his/her representative shall provide the employee, the Union President, and the Staff Representative from OPBA with a written response to the grievance.

STEP 4 – GRIEVANCE PROCEDURE

The parties may mutually agree to mediate a grievance prior to the selection of the Arbitrator. The mediator shall be chosen by mutual agreement between the parties. The mediator shall not be used as the Arbitrator. In the event mediation fails and the grievance goes to arbitration, costs of the mediation shall be split between the parties.

STEP 5 – ARBITRATION

If the grievance is not satisfactorily settled in Step 3, the Union may submit the grievance to Final and Binding Arbitration by submitting notice to the Employer within thirty (30) days of the date of receipt of answer at Step 3. The Union will submit a request to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) arbitrators, with a copy of such request delivered to the Employer, within forty-five (45) days of the answer at Step 3. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the third step reply.

Within ten (10) days from the date the list of seven (7) arbitrators is received, the parties shall meet or confer by telephone to select an Arbitrator. Prior to striking, either party shall have the option to reject the list of names provided by the FMCS and request another list. Each party may make only one (1) rejection. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS. The fees, if any, for obtaining lists shall be shared by the parties. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

The Arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this Agreement in question. The Arbitrator's decision shall be consistent with applicable law.

The Arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision or language of this Agreement in arriving at his/her determination on any issue presented that is properly within the limitations expressed herein. The Arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to

him/her or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issues in question.

The Arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated. In the event of a monetary award, the Arbitrator shall limit any retroactive settlement to seven (7) days prior to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the Arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same Arbitrator, on the same day.

The decision of the Arbitrator shall be final and binding upon the Union, the employee and the Employer. All costs directly related to the services of the Arbitrator shall be paid by the losing party. Should the Arbitrator not uphold the position of either party, he/she shall determine how the fee shall be apportioned between the parties.

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

SECTION 9.

An employee may have one (1) employee Union representative accompany him/her in Step 1 through Step 5 of the procedure, in addition to any non-employee Union officials. Employee representatives and grievant will lose no straight-time pay as a result of meetings with the Employer or Arbitrator at any step of the grievance procedure.

Where an employee does not elect to be represented by the Union at any step of the grievance procedure, the Union shall have the right to be present at any grievance meeting without intervening. All grievances presented under such circumstances shall be resolved consistent with the terms and provisions of this Agreement.

ARTICLE 9 NO STRIKE/ NO LOCKOUT

SECTION 1.

The Employer and the Union agree that strikes, slowdowns and work stoppages are illegal and would create a clear and present danger to the health and safety of the public and that

the Agreement provides procedures for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, slowdown, work stoppage or any other interruption of operations or services of the Holmes County Sheriff's Department. When the Employer notifies the Union that any of its members are engaged in any such strike activity as outlined above, the Union shall immediately notify its members to cease and desist the improper activity. Should the Union fail to notify its members in accordance with this article, the Union may be liable for damages resulting from unauthorized acts of its members.
- B. It is specifically understood and agreed that the Employer, during the first twenty-four (24) hour period of such unauthorized work stoppage, shall have the whole and complete right of discipline, short of discharge. After twenty-four (24) hours, the Employer may immediately discharge employees who continue to engage in improper strike activity.

SECTION 2.

The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of bargaining unit members, unless those members shall have violated Section 1 (A) of this Article.

ARTICLE 10 SENIORITY

SECTION 1.

"Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Employer. Once continuous service is broken, the employee loses all previously accumulated seniority.

SECTION 2.

Employees shall lose all seniority rights upon any of the following:

- A. Discharge for just cause.
- B. Layoff in excess of eighteen (18) months.
- C. Failure to return to work after layoff, in accordance with the provisions of Article 13, herein; or failure to return to work upon expiration of a leave of absence;
- D. Absence of three (3) or more consecutive workdays without calling in, absence of three (3) or more consecutive workdays without reasonable excuse; or

- E. Absence from employment for a period of two (2) or more years for any cause, except military leave of absence.
- F. Upon retirement from service all seniority rights shall be lost. However, any employee who retires and remains employed at the Sheriff's Office will retain all other rights under the collective bargaining agreement, other than seniority, as if a break in service had not occurred.

SECTION 3.

Employees shall continue to accrue seniority during the following:

- A. Absence while on approved paid or unpaid leave not exceeding two (2) years.
- B. Military leave of absence, or
- C. Layoff not to exceed eighteen (18) months.

SECTION 4.

The Employer shall update department seniority lists whenever new hiring or changes occur requiring such updates and provide a copy to the Union.

**ARTICLE 11
HOURS OF WORK/OVERTIME**

SECTION 1.

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 workday or workweek for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, or establishing part-time positions, provided such part-time positions do not displace full-time employees. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

SECTION 2.

The standard workweek for all full-time employees covered by this Agreement shall be forty (40) hours and the standard day shall be eight (8) hours. The Employer will attempt to schedule employees in five (5) consecutive days. However, nothing in this section may be construed to guarantee a schedule of consecutive days. There shall be no formal break periods. Employees will eat meals while on duty, and may be relieved for short periods. The workweek shall be computed between 12:01 a.m. on Thursday and 12:00 o'clock midnight the following Wednesday.

SECTION 3.

All divisions (Road, Corrections and Communications) shall bid for permanent shifts on the basis of Seniority, as it is defined in Article 10, Section 1 of this Agreement. Each shift shall have set days off and employees will rotate through the days off pursuant to the method that currently exists. Bidding of shifts will occur only once through the life of this Agreement.

Employees may voluntarily trade shifts with other qualified employees subject to the operational needs of the office. Employees trading shifts for more than one shift must commence the trade consistent with the beginning of the pay period. Trades of one shift or less may be entered into at any time. Trading of shifts under this section may not cause overtime.

The Employer may temporarily transfer an employee for a period not to exceed twenty-eight calendar days for legitimate operational needs. However, the Employer may not transfer an employee from his or her bidded shift for disciplinary reasons. The twenty-eight day restriction will not apply in situations where there are not other employees qualified to perform all of the essential functions of the position which the Employer needs to fill.

SECTION 4.

Subject to the Memorandum of Understanding attached hereto and incorporated herein by reference, except at the time of rotation of days off, when any employee is required to work more than forty (40) hours in a workweek, as defined in Section 2 above, he/she shall be paid overtime. In the pay period in which rotation of days off occurs, employees who rotate shall be paid overtime for all hours over eighty (80) in the pay period. Time worked for the purposes of calculating overtime shall include family/medical leave qualifying sick leave, vacation time, holiday time and jury leave, but not other sick or personal leave. Overtime shall be paid at the rate of one and one-half times the employee's regular hourly rate of pay. There shall be no pyramiding of overtime.

Rather than be paid overtime or receive compensatory time, employees may be required to accept flex-time which will result in the employee receiving time-off on an hour-for-hour basis. The use of flex-time shall not be mandated without demonstrated economic justification by the Sheriff.

SECTION 5.

At the time overtime is scheduled, the employee may request that he/she be compensated in compensatory time off, at the rate of one and one-half (1-1/2) hour for each hour of overtime work. An employee may not accumulate more than eighty (80) hours of compensatory time. Additional time beyond the eighty (80) hours shall be paid.

Employees may take compensatory time off with the prior approval of their supervisor, which approval shall be based upon work schedules and workload.

With the approval of the Sheriff and in accordance with practice of the Department, employees may "cash in" compensatory time at any time, so long as the employees give two (2) weeks' notice to the payroll officer.

SECTION 6.

The Employer will not schedule any employee to shifts separated by less than a twelve (12) hour interval without prior consent of the employee, except when a shift vacancy is caused by an employee calling off for emergency sick or personal leave.

SECTION 7.

The Employer will not schedule part-time employees for more than a total of sixty (60) hours per week. The Employer is limited to hiring four (4) part-time employees. Nothing in this section permits the Employer to use part-time employees to displace full-time employees. While employed as a part-time employee, the part-time employees are entitled to coverage under this Agreement, where applicable. Any part-time employee hired as a full-time employee will be treated as a new hire for all relevant purposes under this Agreement. Part-time employees will receive wages and benefits under this Agreement on a pro-rated basis pursuant to the number of full-time equivalency hours worked. Each FTE is based on 2080 hours of documented work.

SECTION 8.

Casual employees will not be scheduled for more than a total of sixty (60) hours per month in both units combined. Casual employees may be scheduled in either unit, road or corrections, to cover pre-scheduled vacations or compensatory time. In the event of an emergency, the sixty (60) hours may be extended at the mutual agreement of the parties, so long as all bargaining unit employees are working or have been offered the opportunity to work.

**ARTICLE 12
VACANCY AND PROMOTIONS**

SECTION 1.

The parties agree that all appointments to positions covered by this Agreement shall be filled in accordance with this Article.

SECTION 2.

Whenever the Employer determines that a permanent vacancy exists in a position covered by this agreement, the Employer will post the vacancy for ten (10) days and accept bids on the bid form (Appendix B) in triplicate from all qualified candidates. One copy will be date stamped and provided to the Union President and one will be retained by the Sheriff and his/her designee. Employee must submit a separate bid for each vacancy.

SECTION 3.

The Employer will consider for promotion all employees who are no longer in a probationary status, who are satisfactorily performing the duties of their current positions and who meet the minimum qualifications of the posted position. The Employer will award the position to the employee who possesses the skill, ability and experience material and relevant to

the duties of the posted position. In the event that two or more employees possess relatively the same skill, ability and experience, the position will be awarded to the most senior bidder.

If no employee qualifies, the position may be filled from outside the bargaining unit.

SECTION 4.

Once the selection has been made, the Employer shall post the name of the successful bidder on the bulletin boards for a five (5) day period, and send a copy to the Union.

SECTION 5.

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, so long as the temporary assignment does not exceed ninety (90) days.

ARTICLE 13 LAYOFF AND RECALL

SECTION 1.

When the Employer determines that a layoff or job abolishment is necessary, he/she shall notify the affected employees thirty (30) workdays in advance of the effective date of the layoff or job abolishment. When the Employer is unable to make a determination that would allow thirty (30) days advance notice, he/she will provide the affected employees with as much notice as the circumstances allow. The Employer, upon request from the Union, agrees to discuss, with representatives of the Union, the impact of the layoff on bargaining unit employees.

SECTION 2.

The Employer shall determine in which classification(s) and which work section(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their seniority (with the least senior employee being first to be considered for lay-off), and their ability to perform the remaining work available without further training. When two (2) or more employees have relatively equal experience, skill, ability and qualifications to do the work without further training, the employee(s) with the least seniority will be laid off first. Employees who are given a layoff notice and who are qualified, experienced and hold all required certifications in another lower rated bargaining unit classification may bump the least senior employee with less seniority in such classification. To exercise bumping rights, an employee must file the "Notice of Bumping" (See Appendix B) with the Employer, with one (1) copy filed with the Union President, within three (3) days of receiving a layoff notice.

SECTION 3.

No non-bargaining unit employees shall perform work normally performed by employees in any classification from which bargaining unit employees are on layoff and have recall rights.

SECTION 4.

Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, employees who are still on the recall list shall be recalled, in the

inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training other than the orientation and/or familiarization.

SECTION 5.

Notice of recall from layoff shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

SECTION 6.

A recalled employee shall have five (5) calendar days following the date of mailing of the recall notice to notify the Employer of his/her intention to return to work and shall have ten (10) calendar days following the mailing of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice. Employees failing to comply with the provisions of this section shall be deemed to have declined reinstatement and reemployment.

**ARTICLE 14
PROBATION PERIODS**

SECTION 1.

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 and shall continue for a period of three hundred and sixty-five (365) calendar days. A newly hired probationary employee may be terminated any time during his/her probationary period and shall have no recourse through the grievance procedure.

SECTION 2.

A newly promoted employee will be required to successfully complete a probationary period in his/her new appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of one hundred eighty (180) calendar days. A newly promoted employee who evidences unsatisfactory performance may be returned to his/her former position any time during his/her probationary period. During the first thirty (30) days, a newly promoted employee may indicate in writing to the Union and to the Sheriff, his/her desire to return to the former classification. Such employee shall fill the first vacancy to occur in the former classification, but shall not be eligible for promotion to any bargaining unit position for one (1) year following the date of promotion.

SECTION 3.

Part-time employees who work a portion of each normal working day shall have their probationary period determined by the number of calendar days following appointment. Employees who work an irregular schedule or who work less than the normal number of working

days per week shall have their probationary period determined on the basis of the number of days actually worked comparable to a full time employee.

ARTICLE 15 CHECKOFF

SECTION 1.

The Employer shall make payroll deductions of union dues, fees or assessments from the pay or wages of employees in accordance with this Article for all employees in the bargaining unit.

SECTION 2.

The Employer agrees to deduct regular payroll deductions of dues, fees or assessment once each bi-weekly pay period upon the date of issuance of the payroll warrant from the pay of any employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form, furnished and certified by the Union must be presented to the Employer by the Union. Upon receipt of the authorization, the Employer will deduct union dues, fees or assessments from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

SECTION 3.

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

SECTION 4.

The Employer shall be relieved from making such individual deductions of dues, fees, or assessments upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) valid and legal revocation of dues deduction authorization.

SECTION 5.

The Employer shall not be obligated to make dues deductions from any employee who, during any bi-weekly pay period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of union dues. In the event such deductions are not made, the Employer shall make the appropriate deductions from the following pay period or periods as certified by the Union to the Employer. The Employer is not required to make any partial dues deductions.

SECTION 6.

The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions. Corrections shall be made as soon as possible after notification in writing by the Union. If it is found an error was made, it will be corrected at the next pay period that the Union dues deductions would normally be made by deducting the proper amount.

SECTION 7.

The rate at which dues, assessments and fees are to be deducted shall be certified to the payroll clerk by the Union. One (1) month advance notice must be given to the payroll clerk prior to making any changes in dues deductions, fees or assessments.

SECTION 8.

The County shall forward deductions by warrant to the OPBA at 10147 Royalton Road, Suite J, P.O. Box 338003, North Royalton, OH 44133. With such warrant shall be a listing of employees for whom deductions were made. Such warrant shall be forwarded within fourteen (14) days following the date payroll warrant is issued in which deductions were made.

SECTION 9.

All employees covered under this Collective Bargaining Agreement who, sixty-one (61) days from the date of hire, are not members in good standing of the Union shall pay a fair share fee to the Union as a condition of employment. All employees hired prior to or after the effective date of this Agreement, who do not become members in good standing of Union shall pay a fair share fee to the Union effective sixty-one (61) days from the employee's date of hire as a condition of employment. The fair share fee amount shall be certified to the Employer by the Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

A separate alphabetical listing of all names of employees who are being deducted a fair share fee shall be furnished to the Union. Payment to the Union of the fair share fees shall be made in accordance with regular dues deductions as provided under Article 15. The Employer shall notify each new employee at the time of hire to their right to join or not to join the Union, and their obligation as a condition of employment to payment of a fair share fee.

**ARTICLE 16
BULLETIN BOARDS**

SECTION 1.

The Employer agrees to provide space for bulletin boards in agreed upon areas of each facility for use by the Union.

SECTION 2.

Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval.

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

All other notices posted on the bulletin boards must receive prior approval of the Employer or his/her designated representative.

SECTION 3.

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

**ARTICLE 17
UNION REPRESENTATION**

SECTION 1.

The Employer agrees to admit not more than two (2) Union staff representatives to the Employer's facilities during the Employer's normal office business hours, Monday through Friday. The staff representative(s) shall be admitted to the Employer's facilities and sites for the purpose of processing grievances or attending meetings, as permitted herein. In any case, upon arrival, the Union staff representative shall identify himself/herself to the Employer or the Employer's designated representative before entering any work area or speaking to any bargaining unit employee.

SECTION 2.

The Employer shall recognize two (2) employees to act as Union Stewards, including the Union President, for the purpose of processing grievances in accordance with the Grievance Procedure.

SECTION 3.

The Union shall provide to the Employer an official roster of its officers and Local Union Stewards which is to be kept current at all times and shall include name, home address, home telephone number, immediate supervisor, and Union office held. No employee shall be

recognized by the Employer as a Union Representative until the Union has presented the Employer with written certification of that person's selection.

SECTION 4.

The investigation and writing of grievances shall be on non-duty time. The actual processing of grievances, commencing with the filing of the grievance at the appropriate step of the grievance procedure, may be on duty time. In addition, if grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing. One (1) employee representative may be released from work for a reasonable time to assist any employee who has been suspended or discharged to write a grievance, prior to the employee leaving the premises of the Employer. For purposes of this Article, "duty time" shall not include usual and customary meal breaks or rest periods.

SECTION 5.

Rules governing the activity of Union representatives are as follows:

- A. The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union Business during working hours except to the extent specifically authorized herein.
- B. The Union shall not conduct Union activities in any work areas without notifying the supervisor in charge of that area.
- C. The Union employee official (President, Vice President or Steward) shall cease Union activities immediately upon the request of the supervisor of the area where the Union activity is being conducted or upon the request of the employee's immediate supervisor.

SECTION 6.

Representatives of the local union may have reasonable use of the telephone of the Employer to make local calls for business of the Union. Use of telephones shall be during non-duty time, and are subject to availability. Use of the telephone shall be considered a privilege subject to revocation for abuse.

**ARTICLE 18
LABOR/MANAGEMENT MEETINGS**

SECTION 1.

In the interest of sound Labor/Management relations, unless mutually agreed otherwise, once each six (6) months on a mutually agreeable day and time, the Sheriff and/or his designees shall meet with not more than two (2) employee representatives of the Union and/or not more than one (1) non-employee representative of the Union to discuss pending problems and to promote a more harmonious Labor/Management relationship.

SECTION 2.

An agenda will be exchanged at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting, and the names of those Union representatives who will be attending.

SECTION 3.

If special Labor/Management meetings have been requested and mutually agreed upon, they shall be scheduled during non-work time and convened as soon as feasible. Neither party shall be obligated to attend more than two (2) such special Labor/Management meetings in any contract year.

**ARTICLE 19
VACATION**

SECTION 1.

Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled, is based upon length of service, as follows:

Length of Service	Vacation
less than 1 year	None
1 year, but less than 8 years	80 hours
8 years, but less than 15 years	120 hours
15 years, but less than 25 years	160 hours
25 years or more	200 hours

Such vacation leaves shall be accrued to employees at the following rates:

<u>Annual Vacation Entitled To</u>	<u>Credit Per Pay Period</u>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours

On the employee's 8th, 15th and 25th anniversary date, the employee will receive one additional week (40 hours) of vacation leave and will also begin to accrue vacation at the higher rate on that same date. Part-time employees shall accrue vacation on a pro-rated basis in accordance with Article 11, Section 7 of this Agreement.

SECTION 2.

New employees of the Employer may be entitled to vacation service credit earned in other Holmes County government agencies during previous periods of employment.

SECTION 3.

No employee will be entitled to vacation leave or payment for accumulated vacation under any circumstances until he/she has completed one (1) year of employment with the Employer.

SECTION 4.

Vacations shall be taken in minimum increments of one (1) hour. Vacations are scheduled in accordance with the workload requirements of the Employer. The Employer shall have the right to deny vacation requests if work load requirements so mandate.

SECTION 5.

Vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. However, employees may be permitted to carry over one (1) year's accrual of vacation for a period of one (1) year beyond such anniversary date. Employees shall forfeit their right to take or to be paid for vacation leave to their credit which is in excess of the stated accrual. Such excess leave shall be eliminated from the employee's leave balance.

SECTION 6.

Days specified as holidays in this Agreement shall not be charged to an employee's vacation leave.

SECTION 7.

An employee is entitled to compensation, at his/her current rate of pay for the pro-rated portion of any earned, but unused, vacation leave for the current year to his/her credit at the time of separation and, in addition, shall be compensated for any unused vacation leave accrued to his/her credit to the maximum set forth in this Article.

SECTION 8.

In the case of the death of any employee, the unused vacation leave and unpaid overtime to the credit of any such employee shall be paid to the deceased employee's spouse, or to the estate of such employee.

**ARTICLE 20
HOLIDAYS AND PERSONAL DAYS**

SECTION 1.

All employees shall receive time off with full pay for the following holidays:

- | | |
|------------------------|-------------------------------------|
| New Year's Day | - 1st of January |
| Martin Luther King Day | -3 rd Monday in January |
| President's Day | -3 rd Monday in February |
| Memorial Day | -Last Monday in May |
| Independence Day | -4 th of July |

Labor Day	-1st Monday in September
Columbus Day	-2 nd Monday in October
Veteran's Day	-11 th of November
Thanksgiving Day	-4 th Thursday in November
Day after Thanksgiving	-as stated
Christmas Day	-25 th day of December

SECTION 2.

Holidays falling on a Sunday shall be observed on the following Monday. Holidays falling on a Saturday shall be observed on the preceding Friday. Notwithstanding the above, for employees on a seven (7) day schedule, the holidays of New Year's Day, Independence Day, Veteran's Day and Christmas Day shall be celebrated on the actual calendar day on which the holiday falls.

SECTION 3.

Full-time bargaining unit employees shall receive eight (8) hours of holiday pay whether or not they work on a holiday.

SECTION 4.

Employees who work on a holiday shall be compensated at one and one-half (1-1/2) times their normal hourly rate of pay for all hours worked on the holiday **only**, in addition to holiday pay.

SECTION 5.

If a holiday occurs during a period of paid sick or vacation leave of an employee, the employee shall not be charged for sick leave or vacation for the holiday. To be eligible for holiday pay, an employee must work the last scheduled work day before the holiday and the scheduled work day after the holiday, unless the employee is suffering from a "serious medical condition" as defined by the Family Medical Leave Act.

SECTION 6.

An employee on unpaid leave of absence shall not receive payment for a holiday.

SECTION 7.

Full-time employees shall accumulate thirty-two (32) hours of personal time in a calendar year at the rate of eight (8) hours for every three (3) months worked. Personal days shall be credited on January 1, April 1, July 1, and October 1 for full-time employees who have been continually employed in the prior three (3) months. Unpaid leave of absence in excess of thirty (30) days in any such period shall disqualify an employee from personal day accrual in that period. Personal time will be charged in minimum units of one (1) hour.

Personal days may only be used for personal or family emergencies, or situations requiring the employee's presence. No personal day may be carried over from one calendar year to the next. Whenever possible, requests for the use of personal days should be made at least

twenty-four (24) hours in advance. Schedule requirements shall govern approval by the Sheriff or designee. In cases of extreme personal or family emergency, the twenty-four (24) hour requirement may be waived by the Sheriff.

ARTICLE 21 SICK LEAVE

SECTION 1.

Sick leave credit shall be earned at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff, to a limit of fifteen (15) days, or one hundred twenty (120) hours per year. Unused sick leave shall accumulate without limit.

SECTION 2.

An employee, who has prior service with the State of Ohio or any political subdivision thereof, shall be given credit for any earned, but unused, sick leave balances as a result of such prior public employment upon verification of such balances to the Employer, except that deduction shall be made for any payment or credit given by the previous Employer in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from such public service shall be placed on his/her credit as provided by this section upon his/her re-employment with the Employer, provided that such re-employment takes place within ten (10) years from the date on which the employee was last separated from public service.

SECTION 3.

If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave in accordance with the appropriate sections of this Agreement.

SECTION 4.

Sick leave shall be charged in minimum units of one-half (1/2) hour. Employees shall be charged for sick leave only for days upon which they would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings. Sick leave payment for each full day of eligibility shall be eight (8) hours.

SECTION 5.

Sick leave shall be granted to an employee upon approval of the Employer and for the following reason:

- A. Illness or injury of the employee or a member of employee's immediate family;
- B. Death of a member of the employee's immediate family;

- C. Medical, dental or optical examination or treatment of employee, which cannot be scheduled during non-working hours;
- D. A member of the immediate family is afflicted with a contagious disease and due to exposure to the contagious disease, the presence of employee at his/her job would jeopardize the health of others;
- E. Pregnancy and/or childbirth and other conditions related thereto; and
- F. Emotional stress related to an abduction, with or without a physical injury, occurring in the line of duty.

SECTION 6.

Up to three (3) days paid funeral leave will be granted to the employee upon the occasion of the death of the employee's brother, sister, spouse, child, mother, father, or other person standing in loco parentis (in place of a parent) to the employee, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, or grandchild.

The employee may be authorized to use five (5) days of sick leave in addition to the funeral leave granted above in the case of the death of an employee's spouse, parent or child.

Funeral leave days must be consecutive workdays and include the day of the funeral. Where the day of funeral is on a day the employee is otherwise not scheduled to work, the consecutive workdays will be scheduled with the approval of the Employer.

SECTION 7.

The Employer shall require an employee to furnish a standard written and signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

SECTION 8.

When an employee is unable to work, he/she shall notify the supervisor or other designated person, no later than two (2) hours prior to the start of the shift, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the supervisor.

SECTION 9.

An employee intentionally failing to comply with sick leave rules and regulations, shall not be paid. Application for sick leave with intent to defraud shall be grounds for disciplinary action, including dismissal, together with a refund by the employee of any salary or wages paid in connection with such non-compliance by the employee.

SECTION 10.

If medical attention is required, the employee may be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform his/her duties. Such physician's statement may be required for absence in excess of three (3) consecutive workdays due to illness. Whenever the Employer suspects abuse of the use of sick leave, he/she may require proof of illness in the form of a physician's statement of disability to approve the use of such leave.

SECTION 11.

The Employer may require that the employee submit to an examination by a licensed physician or psychologist. The Employer shall choose the examiner. If the results of such examination are disputed by the employee, the employee may obtain and submit to the Employer a second opinion through a physician or psychologist of his/her own choice. The employee shall be responsible for all costs involved in his/her own examination by the doctor of his/her choosing. If the two (2) diagnoses are in conflict, there shall be a third examination by a practitioner selected jointly by the Employer's doctor and the employee's doctor. The Employer and employee shall divide the costs associated with the third doctor's evaluations.

SECTION 12.

Employees will be compensated according to the following schedule for minimal use of sick leave. Employees whose sick leave has been used for medical leave that qualifies under the Family Medical Leave Act remain eligible for the compensation permitted by this section if all other criteria are met. The employee will be paid the appropriate amount the first pay period following the end of the calendar year.

Each employee will begin the calendar year with a \$450.00 bonus. For every hour of sick leave used during the calendar year, \$18.75 will be deducted from the bonus amount. The employee will be compensated for any amount remaining of the \$450.00 credited to the employee at the beginning of the year.

An employee who is hired after January 1st must have at least six months service in the calendar year to be eligible for the bonus. An employee hired after January 1st will begin its service with the agency with a \$225.00 bonus. For every hour used during the calendar year, \$18.75 will be deducted from the bonus amount. The employee will be compensated for any amount remaining of the \$225.00 credited to the employee on the date of hire

ARTICLE 22 CONVERSION OF UNUSED SICK LEAVE

SECTION 1.

Employees, who are both eligible for and who elect to take their public employee retirement benefits, shall be entitled to convert accrued, but unused, sick leave to a cash payment on the following basis:

Employees may receive, after completion of ten (10) years of continuous service with Holmes County, a cash payment in the amount of one (1) hours pay for each four (4) hours of accrued, but unused, sick leave at the time of retirement. The maximum payment under this provision shall not exceed one-fourth (1/4) of two thousand (2000) hours of sick leave accrued but unused.

SECTION 2.

Employees who die shall be considered to have terminated their employment as of the date of their death, and shall be eligible for such sick leave payment for which they would otherwise qualify under this Article. To qualify for such payment such deceased employee shall have had, prior to the date of death, ten (10) years of continuous service with Holmes County and have been eligible to receive PERS benefits prior to death. Such payment shall be made to the spouse, or if none, to the employee's estate.

**ARTICLE 23
LEAVES AND LEAVES OF ABSENCE**

SECTION 1. Leaves Without Pay

Employees may be granted the following types of unpaid leaves of absence:

A. Medical Leave

An employee is entitled to medical leave for either of the following reasons: 1) to care for a spouse, parent or child with a serious health condition; or 2) in the event that the employee has a serious health condition. When an employee is granted a medical leave of absence for a serious medical condition, the employee must furnish a written statement from his/her physician confirming that he/she is unable to work and the expected date of return to work. When an employee is requesting leave to care for a family member, the employee must furnish a statement from the family member's doctor confirming the condition, the necessity of the employee's care and the expected date of return to work. Recertification may be required every thirty (30) days or less, depending on circumstances. The Employer may request the employee be examined by a physician of the Employer's choosing at the Employer's cost. In case the Employer and employee's doctors disagree on the necessity of a leave, the employee and the Employer will choose a third doctor to examine the employee. The third doctor's opinion will be final and binding on both the employee and the Employer.

When an employee is granted leave for a planned medical treatment, the employee must give thirty (30) days notice of the day the leave is expected to commence and the anticipated length of the leave. Employees must

give as much notice as is practicable so that operational needs can be met. In the case of a planned medical leave, the employee must schedule the treatment so as to cause minimal disruption to services. An employee with a serious medical condition will be granted a reduced leave schedule or intermittent leave schedule if it is medically necessary. If an employee with a serious medical condition requests a reduced schedule or intermittent leave, he/she may be temporarily transferred to a position that better accommodates the employee's schedule.

A physician's release will be required before the employee is permitted to return to work.

B. Disability Leave and Disability Separation

If an employee becomes unable to perform the duties of his/her position due to a disabling illness, injury or condition, he/she shall be granted a disability leave for up to six (6) months upon presentation of appropriate medical evidence. At the sole discretion of the Employer, an additional disability leave up to six (6) months may be granted upon presentation of appropriate medical evidence. If the employee is unable to return to active work status within six (6) months, due to the same or related disabling illness, injury, or condition, the employee will be given a disability separation. If an employee is placed on disability leave without pay and is subsequently given a disability separation, the total combined time of absence due to the disability shall not exceed three (3) years for purposes of reinstatement rights. Satisfactory written documentation substantiating the cause, nature and extent of the disabling illness, injury or condition shall be required prior to the granting of a disability separation, unless the employee is hospitalized at the time the leave is to begin or the disability separation is given. If an examination is requested by the Employer, the Employer shall bear the cost of the examination. Upon the employee's return from disability leave or disability separation, he/she shall be returned to the same or similar position within the employee's former classification. If the employee's former classification no longer exists, then a layoff situation may occur pursuant to Article 13, "Layoff and Recall."

C. Personal Leaves of Absence

The Employer may grant a leave of absence without pay to any bargaining unit employee. The employee must request in writing all leaves of absence without pay. The request shall state reasons for taking the leave of absence and the dates for which such leave is being requested. Upon such written request leaves may be granted for a maximum duration of six (6) months for any personal reason. At the sole discretion of the

Employer, additional personal leave may be granted for up to six (6) months. Renewal or extension beyond the maximum allowed shall not be granted except as otherwise specifically provided in this Article.

D. **Education Leave**

Provided an employee has completed at least one (1) year of service with the Holmes County Sheriff's Department, an educational leave may be granted for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to the Employer by improved performance at any level. An employee shall submit to the Employer pertinent information relating to the training for which the educational leave is requested, approval is discretionary and may be based upon the workload and staffing of the Department, the need for the skill to be obtained on educational leave and the employee's work record.

E. **Family Leave**

An employee is entitled to family leave in the following circumstances: 1) at the birth of a child; or 2) at the adoption or placement for foster care of a child. For purposes of child-care leave, the employee must take the leave within twelve (12) months of the qualifying event. Where a husband and wife are employed by the Employer, leave for child-care is limited to twelve (12) weeks between the two (2) employees.

F. **Authorization for Leave**

The authorization of a leave of absence without pay is a matter of administrative discretion except for the first twelve (12) weeks of a medical or family leave. The Employer shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be granted for the purpose of working another job. A leave of absence shall be requested on the standard Request For Leave form.

G. **Sick Leave Credit and Vacation Credit During Leave**

An employee on a leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on an authorized leave of absence is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

The employee is required to use all accrued sick, vacation and other available paid leave prior to being placed on unpaid status. In the case of a qualifying medical leave, the employee may request at the time that the leave is requested or designated that up to two (2) weeks of sick leave be reserved. All paid leave will be included in the calculation of the twelve (12) week leave period.

H. **Abuse of Leave**

If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purposes, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

I. **Reinstatement from Leave**

Upon completion of a leave of absence, the employee is to be returned to the same or similar position within the employee's former classification. If the employee's former classification no longer exists, the employee shall be assigned to a similar classification. If no similar classification exists, then a layoff situation may occur pursuant to Article 13, "Layoff and Recall."

J. **Health Insurance Coverage During Leaves**

An employee who has worked twelve hundred fifty (1250) hours in a twelve (12) month period and has been employed with the County for a minimum of twelve (12) months is entitled to a total of twelve (12) weeks of paid health insurance during a medical or family leave in a twelve (12) month period. Employees are responsible for their portion of the premium during the leave. The Employer will provide health insurance only to those employees on a qualified medical or family leave. Employees on any other leave of absence are responsible for paying the entire health insurance premium to maintain coverage. If an employee does not return to work at the end of a leave during which the County has maintained the employee's health insurance, the employee may be required to repay the County the amount paid to retain the employee's health care benefits during the unpaid portion of the leave.

SECTION 2. Leaves with Pay

Employees may be granted the following types of paid leaves of absence:

A. **Court Leave**

The Employer shall grant full pay when an employee is summoned for any jury duty by the United States, the State of Ohio, or a political subdivision. All compensation for jury duty must be refused by signing the proper County Form, unless such duty is performed totally outside of normal working hours. An employee released from jury duty prior to the end of a scheduled workday shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those for Worker's Compensation, Unemployment Compensation and Board of Review hearings. It is not considered proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court,

divorce proceedings, custody, appearing as directed with Juvenile, etc. These absences would be leave without pay or vacation.

B. Military Leave

All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training, weekend duty, or active duty. The employee shall receive up to a total of twenty-two (22) workdays, at eight (8) hours per day each year for such duty pursuant to O.R.C. 5923.05. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. An employee shall be granted a leave of absence for military duty in accordance with State and Federal law.

Employees who are members of those components listed in the preceding paragraph above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

SECTION 3.

Whenever an employee requests approval for leave of absence including vacation time and other paid and unpaid leaves, the Employer shall notify the employee in writing as soon as practical as to whether such leave has been approved.

SECTION 4. LIGHT DUTY

An Employee who is off work due to illness or injury who is capable of performing light duty will be given the option of performing any light duty assignment that he or she is qualified to perform.

**ARTICLE 24
HOSPITALIZATION**

SECTION 1.

For the duration of this Agreement, the Employer shall continue to provide employees with hospitalization coverage at the same level as provided by the County Commissioners for the other county employees, and the premium shall be paid by the Employer or shared with the Employer under the same provisions as other county employees. Should the Employer wish to change the coverage level, carrier, or payroll deduction percentage from that in effect on the date of this Agreement, it shall notify the Union in writing no less than thirty (30) days prior to such change or as soon as the Employer is notified. The Employer agrees it will not raise employee

premiums without economic justification. The Union may request a meeting with the Employer in accordance with Article 18 of this Agreement to discuss the effects of change.

ARTICLE 25 INCLEMENT WEATHER

SECTION 1.

When weather conditions are extremely severe, employees may be contacted by the officer in charge and, where possible, arrangements will be made to pick up the employee at home. Whenever the Sheriff determines that employees should refrain from coming to work due to inclement weather, no scheduled employee shall lose straight time pay.

ARTICLE 26 PERSONAL PROPERTY

SECTION 1.

Employees who have personal eyeglasses, contact lenses or wristwatches damaged in an altercation with a suspect or prisoner, may make a claim to the Sheriff, who shall investigate the situation. Should the Sheriff conclude that the claim is valid, replacement or repair shall be authorized, limited to three hundred dollars (\$300.00) per item. An employee who is reimbursed under this section and by a claim made to the Worker's Compensation fund or any private insurance carrier will repay the Employer for any amount reimbursed over the actual claim.

ARTICLE 27 REPORT-IN-PAY

SECTION 1.

An employee who reports to work and has not been advised not to report due to inclement weather, equipment, breakdown, lack of working materials, or other reasons not in the control of the Employer, shall be guaranteed four (4) hours pay. An employee who begins work and is furloughed for the remainder of the workday, shall be paid for all hours worked or for four (4) hours, whichever is greater. The provisions of this section shall not be arbitrarily and/or unreasonably applied by the Employer.

ARTICLE 28 TRAVEL-RELATED EXPENSE REIMBURSEMENT

SECTION 1.

Employees shall be reimbursed for travel related expenses incurred while on official department business. Employees are eligible for expense reimbursement only when the travel or

expenditure has been authorized by the Employer. Claims for reimbursement shall be submitted in writing to the Sheriff/Designee for approval.

Travel related reimbursements are as follows:

- A. Employees shall be reimbursed for official business travel at a rate of forty two cents (\$.42) per mile or at the current county rate, whichever is higher, for the use of a privately owned vehicle. This reimbursement shall include all vehicle related expenses, e.g., gas, oil, depreciation, etc. Mileage shall be claimed from the Department or the employee's place of residence.
- B. Mileage reimbursement shall be payable to only one (1) of two (2) or more employees traveling on the same trip and in/on the same vehicle. The names of all persons traveling together shall be listed on the travel voucher.
- C. All employees shall be required to carry motor vehicle liability insurance minimums as prescribed by the Ohio Revised Code in order to be reimbursed for business travel.
- D. Employees shall be reimbursed for business travel within the County with the exception of travel between the Employee's residence and the Department or workstation and for any travel where the total accumulated mileage for a business day is less than three (3) miles. An employee shall file an itemized expense report on the Department's Travel Report Form, showing the origin and destination of each trip in sufficient detail to account for mileage claimed.
- E. Charges incurred for parking at the destination and highway tolls, if any, are reimbursable at the actual amount. Receipts for parking costs and highway tolls are required when charges are in excess of two dollars (\$2.00). When no receipts are issued, reimbursement is at the discretion of the Sheriff.
- F. The Employer will provide a standard and uniform procedure under which authorized employees may secure reimbursement of personal funds expended in connection with the performance of assigned duties. For employees assigned to work away from their regular work location, the Employer will pay up to sixty dollars (\$60.00) plus tax per day for required lodging and up to twenty-five dollars (\$25.00) per day for meals, with the exception of training assignments at the Ohio Peace Officers Training Academy. A county vehicle may be provided for county business.
- G. Employees shall be reimbursed for the actual expense of meals, which are an integral part of a business workshop, training seminar or other working conferences. Such receipt(s) must identify "Registration" or "Registration/Lunch" or similar documentation.

- H. Expenses for overnight lodging while on authorized business travel status shall be reimbursed, upon presentation of itemized expense report and receipts, provided the lodging and business were not within the County or the employee's county of residence, to the following limits:
 - 1. The actual rate of the room, including taxes and mandatory local telephone charges when the employee is staying in the place of lodging which is also the location where the department's business is being conducted. Up to that equivalent rate will be reimbursed if the employee chooses to stay at a different place of lodging for the business trip.
 - 2. When department business is not conducted at a place of lodging, the employee shall be reimbursed the cost of the lodging up to a maximum of sixty dollars (\$60.00) plus tax and any mandatory local telephone charges. The Sheriff/Designee may grant a special rate of reimbursement if the cost is to exceed the above maximum.
 - 3. The "state rate" or "government rate" must be requested by any employee on overnight travel status.
 - 4. Multiple occupancy of rooms is required when the Sheriff/Designee determines it is appropriate.
- I. Travel related expenses must be listed on the Travel Expense Report and be approved by the Sheriff or his/her designee to obtain reimbursement.

**ARTICLE 29
WAGES**

SECTION 1.

Effective the first full pay period that includes January 1, 2014, each employee covered by this Agreement will receive a wage increase of three percent. As a result, the wage steps set forth below will be frozen for calendar year 2014.

ROAD PATROL WAGE SCHEDULE

<u>Years of Service</u>	<u>1/1/2014</u>
Start	\$13.99
6 months	\$14.46
1 Year	\$14.81
2 Years	\$15.16
3 Years	\$15.51
4 Years	\$15.86

5 Years	\$16.20
6 Years	\$16.55
7 Years	\$16.90
8 Years	\$17.20
9 Years	\$17.60
10 Years	\$17.95
11 Years	\$18.30
12 Years	\$18.65

COMMUNICATIONS/CORRECTIONS WAGE SCALE

<u>Years of Service</u>	<u>1/1/2014</u>
Start	\$12.97
6 Months	\$13.50
1 Year	\$14.06
2 Years	\$14.38
3 Years	\$14.71
4 Years	\$15.04
5 Years	\$15.36
6 Years	\$15.69
7 Years	\$16.02
8 Years	\$16.35
9 Years	\$16.68
10 Years	\$17.01
11 Years	\$17.33

SECTION 2.

Each newly-hired employee shall be placed into the wage step schedule and shall progress through the scale annually on his/her anniversary date of employment. In addition, except as set forth in Section 1 above, each employee shall receive a wage increase pursuant to the above wage scale on January 1 of each year of the contract. Newly hired employees may be placed at a step other than the starting wage in the event that the employee has previous relevant experience.

**ARTICLE 30
CALL-OUT PAY**

SECTION 1.

Employees who are called to duty by the Employer for hours which do not abut their regularly scheduled work hours shall receive pay for time actually worked, including reasonable travel time to and from home, but not less than three (3) hours. Employees are not eligible for call-out pay for scheduled meetings and/or in-service training.

SECTION 2.

Employees must provide the Employer with an activity log for the three-hour period in order to receive call out pay. An Employee may choose not to perform work assigned during the three-hour period and be paid only for time worked.

SECTION 3.

In order to be eligible for call-out pay for Court appearances or meetings with the prosecutor, an employee must first call the prosecutor's office or courts to verify that the scheduled proceeding or meeting is going forward.

**ARTICLE 31
UNIFORMS AND EQUIPMENT**

SECTION 1.

The Employer shall continue the practice of providing, maintaining and cleaning the current allocation of uniforms, equipment and duty weapons. In addition, between January 1st and 31st annually, the Employer will allow each employee to select shoes from a vendor designated by the Employer.

SECTION 2.

Employees shall qualify with and carry a department issued weapon. In addition, employees may qualify to use and purchase a department approved back-up weapon. The Employer will provide ammunition, including practice ammunition, for any weapon it approves for use on duty.

SECTION 3.

Upon retirement, disability separation, or death in the line of duty an officer will be presented with his/her duty weapon, rig and badge bearing the officer's name in recognition of his/her valued service.

SECTION 4.

Plain-clothes officers will be provided a clothing allowance of no less than three hundred fifty dollars (\$350.00) per year.

**ARTICLE 32
TRAINING**

SECTION 1.

Communications/Corrections officers who wish to receive certification as an Ohio Peace Officer in preparation for promotion to Road Deputy may indicate such to the Sheriff in writing. The Sheriff shall determine if employees are eligible for commissioning as a Deputy. The Employer shall pay the tuition to a school selected by the Employer for Ohio Peace Officer's Training (OPOT), for no more than one (1) commissioned employee at a time. Employees shall attend on their own time and shall not be eligible for reimbursement of expenses such as mileage

or meals during training. The Employer will adjust the work schedule of employees enrolled in OPOT training under this Article to allow for the training schedule.

SECTION 2.

Employees are eligible for benefits under Section 1 only one (1) time during the course of employment. An employee who is accepted for training but fails to complete for any reason shall be eligible again only if he/she reimburses the Employer for the cost of the original training.

SECTION 3.

Employees who receive training under Section 1, above, and voluntarily leave employment prior to completing training; or who leave employment within one (1) year of completing training to accept appointment as a peace officer in another jurisdiction, shall have the cost of training paid by the Employer deducted from any pay due.

SECTION 4.

New road patrol officers will be assigned to accompany a senior officer for up to sixty (60) days or until the new employee demonstrates an ability to perform his/her duties without the assistance of the more experienced employee.

**ARTICLE 33
WAIVER IN CASE OF EMERGENCY**

SECTION 1.

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the County Commissioners, the Sheriff, or the Federal or State Legislature, such as acts of God, the following conditions of this Agreement may automatically be suspended.

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

SECTION 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, and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

SECTION 3.

“Emergency” shall be defined as any natural phenomenon or act of man which creates a condition of emergency beyond the capability of the affected local government to control and resolve, utilizing its locally available forces and resources and any imminent threat of widespread or severe damage, personal injury and hardship, or loss of life and property resulting from any natural phenomenon or act of man.

**ARTICLE 34
LIABILITY COVERAGE**

SECTION 1.

The Employer shall continue to provide liability coverage, including false arrest coverage, to employees in the bargaining unit at the same level as in effect on the date of this agreement. Such coverage will provide for necessary legal representation for acts performed during and within the scope of employment.

**ARTICLE 35
SEVERABILITY/SAVINGS/SUCCESSOR**

SECTION 1.

Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in force and effect. Should any provision be so invalidated, the parties shall meet promptly to discuss replacement language for such invalidated provision(s).

SECTION 2.

This Agreement shall be binding upon the parties and their respective successors and assignees.

**ARTICLE 36
SAFETY AND HEALTH**

SECTION 1.

The Employer and the Union recognize their mutual obligation to ensure the safety and health of all employees.

SECTION 2.

The Employer shall make reasonable provisions for the safety and health of the employees during the hours of employment. All buildings and vehicles operated by the Employer shall be provided with adequate first aid equipment. Proper heating, ventilating and sanitary facilities shall be provided by the Employer and kept in good condition by the Employer and the employees. It is the intent of the Employer that all equipment be maintained in safe operating conditions and the employee shall make the supervisor or Sheriff aware of such unsafe equipment or condition. Such unsafe equipment and/or condition shall be corrected within a reasonable period of time.

**ARTICLE 37
LONGEVITY**

For purposes of longevity, employee's time will be counted from the original date of hire with the Employer. Employees with five (5) or more than five (5) years of service will receive longevity pay that is added to the employee's hourly base pay at the following rates:

Five (5) years through nine (9) years	\$.30 per hour
Ten (10) years through fourteen (14) years	\$.50 per hour
Fifteen (15) years to nineteen (19) years	\$.70 per hour
Twenty (20) years to twenty-four (24) years	\$.90 per hour
Twenty-five (25) years and more	\$ 1.10 per hour

**ARTICLE 38
SUBSTANCE ABUSE POLICY**

SECTION 1. PURPOSE

The Holmes County Sheriff recognizes illegal drug and alcohol use as a threat to public safety and welfare, and to the employees of the Department. The Sheriff will take the necessary steps, including testing of employees and applicants, to eliminate and prevent illegal drug and alcohol use. The goal of this policy is to maintain a healthy and productive work environment, preserve the quality of services rendered to the public, and uphold the integrity and reputation of the Sheriff's office.

SECTION 2. PROHIBITED CONDUCT

- A. The Sheriff will not employ an individual who engages in any conduct that violates the Ohio Revised Code relating to drugs and alcohol.
- B. The Sheriff will not hire an individual who is using illegal drugs.
- C. Employees of the Holmes County Sheriff are prohibited from distribution, use, sale, possession, transfer or purchase of illegal drugs, either on or off duty.

- D. Alcohol use, possession, transfer, sale or purchase is prohibited during work hours, including lunch and break periods, except when required in conjunction with a special job assignment.
- E. The use of legally prescribed drugs by employees while at work or while on Department property is prohibited when such use may adversely affect the safety of the employee, co-workers or members of the public. The employee may be required to take a leave of absence or may apply for sick leave or comply with other appropriate action determined by the Sheriff. Each employee is required to notify the head of his/her department about the use of any prescription drug that may alter his/her physical ability or emotional state.

SECTION 3. DEFINITIONS

- A. "Drug(s)" include mood-altering drugs and other controlled substances as defined by the Ohio Revised Code. This broadly refers to all forms of narcotics, depressants, stimulants, hallucinogens, cocaine, crack, amphetamines, marijuana or other drugs or preparations that alter a person's physical or emotional state.
- B. "Illegal drug use" includes the use of any controlled substance that has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug or alcohol.
- C. "Drug test" means a current, valid screening procedure conducted by an approved NIDA and Department of Health and Human Services (DHHS) certified laboratory to determine the presence of drugs or alcohol.
- D. "Under the influence" means that an employee has alcohol or mood-altering drugs in his/her system and is affected by such alcohol or drug in any detectable manner, including, but not limited to, impaired performance of job duties and responsibilities.
- E. "Reasonable Suspicion" means a conclusion by trained personnel that an employee is exhibiting aberrant or unusual behavior which is the type of behavior recognized and accepted as a symptom of intoxication or impairment caused by controlled substances or alcohol and is not reasonably explained as a result of other causes such as fatigue, side effects of prescription or over the counter medication, reaction of fumes, smoke or other job related causes or factors.
- F. "Property or premises" refers to all locations in which work by the Holmes County Sheriff is conducted, and all vehicles and machinery operated by and under the control of the Sheriff.
- G. "Employees" refers to all persons employed by the Holmes County Sheriff, including full and part-time, intermittent, temporary and seasonal.

- H. "Substance Abuse Program" or "Dependency Program" refers to qualified drug and alcohol rehabilitation programs certified by the State of Ohio.

SECTION 4. NOTICE AND EDUCATION OF EMPLOYEES

A signed release indicating receipt of the policy and acknowledgment of the testing requirements will be required of all employees at the time of employment and will be placed in the employee's personnel file.

There will be a thirty (30) day education and information period following issuance of this policy and prior to any enforcement hereunder. Employees and the union representing employees will be informed of the policy. All current employees will be tested as part of the start-up.

SECTION 5. BASIS FOR TESTING EMPLOYEES

A. **Pre-employment Testing**

Each applicant selected for employment with the Holmes County Sheriff will be notified that he/she will be required to submit to a urinalysis test. The taking and passing of this test is a condition of hire. An applicant who tests positive for illegal drugs may not re-apply for employment with the Holmes County Sheriff.

B. **Reasonable Suspicion**

Employees may be tested for illegal drug use during working hours where there is a reasonable suspicion that the employee to be tested is using illegal drugs or abusing legal drugs or alcohol. Such reasonable suspicion must be based upon objective facts or specific circumstances as defined in this policy and upon which management may base the conclusion that an employee is engaging in illegal drug use.

The procedure to follow when an individual is reasonably suspected to be under the influence of drugs or alcohol while on duty:

1. An employee, including a supervisor, who suspects that another employee is under the influence of drugs or alcohol should notify his/her supervisor. In a case where a supervisor is suspected, the Sheriff should be notified.
2. The responsible individual will observe the employee to determine if signs are exhibited that he/she is under the influence of drugs or alcohol and record his/her observation.
3. Prior to testing, the employee will be given a written statement documenting the specific facts leading to reasonable suspicion. The employee will be given an opportunity to read and understand the reasons for requiring a test and will have the opportunity to respond. A bargaining unit employee may be accompanied by a local union official or another employee during this

explanation if no local union official is available. A non-bargaining unit employee may be accompanied by another employee during this explanation.

4. Failure to make a good faith effort to follow any of the above steps will result in the elimination of the test results.

C. Post-accident Testing

Employees who are involved in or the cause of a work-related accident that results in 1) a fatality; 2) bodily injury requiring medical treatment away from the scene of the accident; 3) one or more motor vehicles has to be towed away; 4) a citation under state or local law arising from the accident; or 5) circumstances for which the Sheriff deems it reasonable for testing to occur, will be required to submit to a post-accident drug or alcohol test. Testing will be within two hours, but not more than eight hours from the time of the accident.

D. Return from Rehabilitation Program

Employees may be tested for illegal drug use during working hours upon return to duty after participation in a substance abuse rehabilitation program. The employee shall be required to undergo unannounced drug tests, up to six times during the one year period starting with the date of return to duty.

E. Random Drug Testing

Due to the sensitive nature of the Department's work as a safety force and the daily interaction with individuals alleged to have engaged in criminal activity, random drug testing will be performed on all Sheriff's Office Personnel. The selection of employees for random testing will be made by Company Care using a scientifically valid method that ensures that employees will have an equal chance of being tested each time selections are made. Unannounced screenings of not more than twenty-five percent (25%) of all employees will be performed approximately twice during the year.

SECTION 6. SAMPLING PROCEDURE

- A. State approved procedures other than urine sampling and analysis may be used for pre-screening.
- B. Drug and alcohol testing and analysis will be conducted by Company Care under the supervision of authorized personnel. The procedures will not demean, embarrass, or cause physical discomfort to the employee. Specimen samples will be split, sealed, labeled and checked against the identity of the employee to ensure the results match the employee tested.
- C. Upon request, a bargaining unit employee will be entitled to the presence of a local bargaining unit representative before testing is administered so long as the request does not delay mandatory testing guidelines.

- D. A Medical Review Officer, provided by Company Care, will review all test results with the employee and file a report with the Sheriff.
- E. If test results are negative, all items in the employee's file with regard to supervisor's observations and testing will be clearly marked with respect to final disposition.

SECTION 7. TESTING PROCEDURE

- A. The laboratory selected by Company Care to conduct drug and alcohol analysis will be certified by the State of Ohio as a medical and forensic laboratory which complies with the scientific and technical guidelines for federal drug testing programs and standards for urine drug testing for federal agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the U.S. Department of Health and Human Services. (53 Fed. Reg. 11970, 4/11/88) All testing and analysis will conform to NIDA and DHHS standards.
- B. All time spent administering an alcohol and drug test, including travel time, will be paid at the employee's regular rate of pay, or at the overtime rate, if applicable. Any employee who is not allowed to return to work while awaiting test results will be allowed to use compensatory time, vacation or personal leave. If the employee has not accrued paid time, he/she will be placed on unpaid leave.
- C. The employee will be provided transportation to and from the testing.

SECTION 8. PARTICIPATION IN A DEPENDENCY PROGRAM

A. Involuntary

If the Sheriff has reason to believe, based on work performance, that an employee is dependent upon legal drugs or alcohol, he/she may require that the employee be evaluated by an approved substance abuse rehabilitation program. The employee will be placed on paid administrative leave and will be required to submit to an evaluation before his/her return to work.

The employee will be on paid administrative leave during the evaluation process, so long as he/she reports for the evaluation at the appointed time.

If as an outcome to the evaluation, a substance abuse professional recommends full participation, the employee will be permitted to enter a substance abuse rehabilitation program. The employee will be granted leave according to the employer's medical leave policy.

Employee testing positive after having entered or completed a rehabilitation program will be subject to dismissal.

B. Voluntary

An employee experiencing problems resulting from legal drug and alcohol abuse or dependency is encouraged to seek counseling on a voluntary basis. The Sheriff will cooperate by granting a leave of absence where operations permit. Counseling will be kept confidential and will have no influence on performance appraisals. Job performance alone will be the basis of all performance appraisals.

Employees who enroll in an in-patient substance abuse rehabilitation program will be required to use any accrued paid time, such as sick leave, vacation or personal leave in accordance with the labor agreement and the County's family and medical leave policy.

SECTION 9. DISCIPLINARY ACTION

- A. An employee who is found to be under the influence of illegal drugs at any time will be discharged.
- B. An employee who is found to have alcohol in his/her system in amounts of .04 to 1.0 BAC while on duty will be suspended for up to ten (10) days for the first offense and terminated for the second offense. An employee who is found to have alcohol in his/her system in excess of 1.0 BAC while on duty will be terminated.
- C. Refusal to participate in a substance abuse rehabilitation program or assessment, or failure to cooperate with an agreed-upon treatment plan may result in discharge if participation is recommended due to legal drug use.
- D. Refusal to submit to a required drug test, avoiding a required test, adulteration or switching a specimen or an attempt to artificially affect the results of a test will result in discharge.

SECTION 10. RIGHT TO APPEAL

An employee disciplined as a result of a drug test has the right to challenge the results of such drug test through the disciplinary appeals procedure provided in the Collective Bargaining Agreement (for bargaining unit employees) and the Personnel Policies and Procedures Manual (for non-bargaining unit employees).

**ARTICLE 39
DURATION OF AGREEMENT**

SECTION 1.

This Agreement shall be effective as of January 1, 2014 and shall remain in full force and effect through December 31, 2016.

SECTION 2.

If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by any reasonable means. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

SECTION 3.

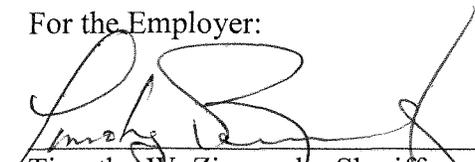
The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Employer and the Union, for the life of the agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement.

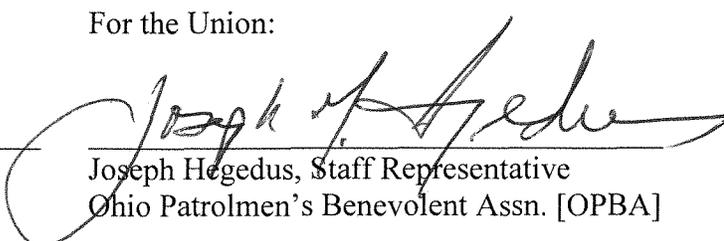
SIGNATURES

Agreed and signed in Millersburg, Ohio, this 23rd day of January 2014.

For the Employer:

For the Union:


Timothy W. Zimmerly, Sheriff
Holmes County Sheriff's Office


Joseph Hegedus, Staff Representative
Ohio Patrolmen's Benevolent Assn. [OPBA]


Richard L. Haun Jr., Chief Deputy

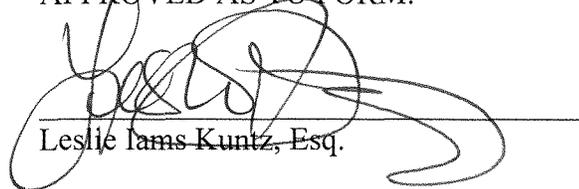

Terry Byland, Union President


Joe D. Miller, Holmes Co. Commissioner


Raymond Eyler, Holmes Co. Commissioner


Rob Ault, Holmes Co. Commissioner

APPROVED AS TO FORM:


Leslie Iams Kuntz, Esq.

**MEMORANDUM OF UNDERSTANDING
SCHEDULING**

It is understood that at any time during the term of this agreement either party may ask for a meeting to discuss shift schedules and/or possible changing of shift schedules for the purpose of altering, modification, or conversion to better conditions in the work force.

Under no circumstances shall any changes in shift scheduling occur unless both the Union and the Employer mutually agree.

DATE 1/27/14

FOR THE UNION:

[Signature]
[Signature]

FOR THE SHERIFF:

[Signature]
[Signature]

**MEMORANDUM OF UNDERSTANDING
COMMUNITY POLICING OFFICER (CPO)**

The position of Community Policing Officer (CPO) is an assignment and does not attach to either position or rank. The Employer and Union agree that any employee, so long as the employee is POTTA certified and deputized, may be assigned by the Sheriff to perform the duties of the CPO. The Employee and Union agree that the employee assigned to CPO duties will receive at least the starting pay for road officers as provided for in the Collective Bargaining Agreement. If the assigned employee is already paid above the starting rate for road officers, there will be no adjustment to the officers' pay.

DATE 1/27/14

FOR THE UNION:

[Signature]
[Signature]

FOR THE SHERIFF:

[Signature]
[Signature]

APPENDIX A

BIDDING FORM

HOLMES COUNTY SHERIFF'S DEPARTMENT

Bid Classification

Employee Name

Present Classification

Position for which you are bidding

Date position was posted

Employee's signature

Date

Sheriff or designee's signature

Date

- One copy of the completed bid form retained by Employer
- One copy returned to employee.
- One copy sent to Union.

**APPENDIX B
NOTICE OF BUMPING**

Employee name: _____

Employee classification: _____

I hereby give notice that I wish to exercise my “bumping” rights in accordance with Article 13 of the Collective Bargaining Agreement in order to bump into _____ classification. I understand that this notice must be given within three (3) working days of my receipt of my layoff notice.

Employee signature

Date submitted

Received by

**APPENDIX C
GRIEVANCE APPEAL FORM
HOLMES COUNTY SHERIFF'S DEPARTMENT**

Name of Employee (Grievant)

Grievance Number

Classification

Immediate Supervisor

Date and Time grievance was first discussed with Supervisor:

Date

Time

Nature of grievance, Article and Section violated: _____

Statement of Facts: _____

Relief Requested: _____

Employee Signature

Steward's Signature

GRIEVANCE APPEAL

Grievance Number _____

STEP 1

Delivered by grievant to Supervisor:

Grievant _____ Date _____

Received by _____ Date _____

Supervisor's Answer _____

Supervisor: _____ Date _____

STEP 2

Delivered by grievant to Department Head:

Grievant _____ Date _____

Received by _____ Date _____

Department Head's Answer _____

Department Head: _____ Date _____

GRIEVANCE APPEAL

Page 3 of 3

Grievance Number _____

STEP 3

Delivered by Grievant to Sheriff:

Grievant _____ Date _____

Received by _____ Date _____

Sheriff's Answer _____

Sheriff: _____ Date _____

FINAL DISPOSITION

MEMORANDUM OF UNDERSTANDING

1. On or after November 1, 2014, either party may reopen this Agreement for the purpose of negotiating Article 29 Wages and Article 24 Hospitalization for 2015 and 2016. The reopener may be commenced by filing a Notice to Negotiate with the State Employment Relations Board and shall be conducted in accordance with the notice and dispute resolution procedures contained in Chapter 4117 of the Revised Code, as they exist on the effective date of this Agreement, provided that R.C. Section 4117.14(G)(11) shall not apply.
2. The parties agree that employees in the Road Division shall be entitled to a credit of up to \$150 for their boot allowance under the Sheriff's uniform voucher system.