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AGREEMENT
BETWEEN
ROSS COUNTY SHERIFF

AND

TEAMSTERS LOCAL 284
GOLD UNIT

2010-MED-12-1784

Effective
Upon Ratification through June 30, 2014

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ARTICLE 1
AGREEMENT

Section 1.1. This Agreement, entered into by the Ross County Sheriff, hereinafter referred to as the "Employer", and the Teamster Local 284, hereinafter referred to as the Union, has as its purpose the following:

> To comply with the requirements of Chapter 4117 of the Ohio Revised Code; 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.

Section 1.2. In accordance with the provision of ORC Section 4117.10(A), all provisions listed in the table of contents of this Agreement are intended to supercede and/or prevail over conflicting and/or additional subjects found in ORC Sections 124.01 through 124.56, or any other sections of the Ohio Revised Code in conflict with any provisions herein.

Section 1.3. It is expressly understood that the Ohio Department of Administrative Services and the Ohio Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

ARTICLE 2
SANCTITY OF AGREEMENT

Section 2.1. No agreement, alteration, understanding, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer.

Section 2.2. This Agreement may be altered or modified by mutual agreement of the Employer and the Union, but such alteration or modification must be made and executed in writing between the parties.

Section 2.3. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions listed herein.

ARTICLE 3
SEVERABILITY

Section 3.1. 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, such part(s) or condition(s) shall be of no further force and effect, but such invalidation of such part(s) or provision(s) shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

Section 3.2. In the event that any provisions of this Agreement are determined invalid, the parties shall meet as soon as is practical in an effort to negotiate a legal alternative provision on the same subject matter.

ARTICLE 4
WAIVER IN CASE OF EMERGENCY

Section 4.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Ross County Commissioners, the Ross County Sheriff, the Federal or State legislatures, such as for acts of God or civil disorder, the following conditions of this Agreement shall automatically be suspended:

A. Time limits for the Employer or the Union to reply to grievances; and,

B. The work rules and/or agreements and practices regarding the assignment of all bargaining unit employees.

Section 4.2. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions of the grievance procedure contained in this Agreement and shall proceed from the point in the grievance procedure to which the grievance had properly progressed.

ARTICLE 5
MANAGEMENT RIGHTS

Section 5.1. Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the Ross County Sheriff's Office 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, recall, reprimand, suspend, discharge or discipline for just cause and 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 location, type and number of physical facilities, equipment, programs, and the work to be performed;

D. To determine the Office's goals, objectives, programs, and services, and to utilize personnel in the manner designed to effectively meet these purposes;

E. To determine the size and composition of the work force, 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 determine when a job vacancy exists, the standards of quality and performance to be maintained;

G. To determine the necessity to schedule overtime and the amount required thereof;

H. To maintain the security of records and other important information;

I. To determine the overall budget;

J. To maintain and improve the efficiency and effectiveness of the Employer's operations; and,

K. To determine and implement necessary actions in emergency situations.

Section 5.2. 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 exclusive function of the Employer.

ARTICLE 6
UNION RECOGNITION

Section 6.1. Recognition. The Employer recognizes the Union as the sole and exclusive representative for those employees included in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed by the Employer in the rank of Sergeants, Lieutenants, and Captains as described in S.E.R.B Case No. 08-REP-03-0057 on May 29, 2008 and as amended in SERB Case No.: 2010-REP-03-0040.

Section 6.2. Exclusions. All positions and classifications not specifically established herein as being included in the bargaining unit, shall be excluded from the bargaining unit.

Section 6.3. Other Categories Excluded. Notwithstanding the provisions of this Article, management, confidential, professional, fiduciary, supervisory, casual, seasonal, and students whose primary purpose is education or training or who work as part-time employees less than 50% of any four (4) month period shall be excluded from the bargaining unit.

ARTICLE 7
DUES DEDUCTION

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

Section 7.2. The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee in the bargaining unit and Union eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee or the Union. Upon receipt of the proper authorization, the Employer will deduct Union dues 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 7.3. The Employer agrees to remit a list of the employees and the dues deducted from bargaining unit employees' pay, in accordance with this Article, to Union once each month for the duration of this Agreement.

Section 7.43. 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 the deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 7.5. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's:

1. Termination of employment;

2. Transfer to a job other than one covered by the bargaining unit;

3. Layoff from work;

4. An unpaid leave of absence;

5. Written revocation of the check-off authorization in accordance with the terms of this Agreement.

Section 7.6. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.
Section 7.7. The parties agree than neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 7.8. The rate at which dues are to be deducted shall be certified to the payroll clerk by the Union. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

Section 7.9. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

Section 7.10. An employee may revoke that employee's authorization for dues deduction by giving written notice to the Employer and the Union anytime during the life of this Agreement. Dues deduction will cease effective the pay period following the pay period in which the written dues deduction revocation was received by the Employer.

Section 7.11.

A. As a condition of employment, sixty (60) days following the beginning of employment, or upon the effective date of this Agreement, whichever is later, employees in the bargaining unit who are not members of the Union, including employees who resign from membership in the Union after the effective date of this labor Agreement, shall pay the Union, through payroll deduction, a fair share fee. The fair share fee is automatic and does not require the written authorization of the employee. This provision shall not require any employee to become or remain a member of the Union, nor shall the fair share fee exceed the dues paid by members of the Union in the same bargaining unit. The Union is responsible for annually certifying to the Employer the amount of the fair share fee. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration and pursuing matters directly affecting wages, hours and other terms and conditions of employment of bargaining unit members. The Employer shall implement the fair share deductions subject to the provisions of this Section. The Union shall prescribe a rebate and challenge procedure which complies with ORC Section 4117.09 (C), federal law and any judicial decisions interpreting such laws. The Union agrees to abide by all rules and decisions of the State Employment Relations Board or the courts in regard to the fair share fee deductions.

B. Public employees who are members of and adhere to established and traditional tenets and teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization, as set forth in Section 4117.09 (C), Ohio Revised Code, shall have such alternative contribution rights as are provided by law under such conditions and in accordance with such procedures as are required by law.

C. It is further agreed that the Union shall defend, and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or be by reason of action taken or not taken by the Employer in fulfilling the obligations imposed on the Employer under this Section, except for failure to forward deducted fees.

ARTICLE 8
UNION REPRESENTATION

Section 8.1. Staff Representative - The Employer agrees to admit not more than one (1) Union staff representative to the Employer's facilities.

The staff representative shall be admitted to the Employer's facilities and sites, for the purpose of processing grievances, attending meetings as permitted herein, and/or providing representation to bargaining unit employees. Upon arrival, the staff representative shall identify himself to the Employer or the Employer's representative.

Section 8.2. Stewards - The Union shall submit in writing the names of employees who act as Union stewards and alternate stewards for processing grievances as outlined in the grievance procedure. The Employer shall recognize as Union representatives no more than one (1) steward assigned to each shift. Stewards and alternate stewards shall be recognized as representatives as provided herein only for the shift on which they are employed. In the absence of the steward, the alternate steward shall be permitted to function as a steward in accordance with this Article. In no event shall both the steward and the alternate steward be performing the duties of the steward at the same time during regular working hours.

Section 8.3. Roster - The Union shall provide to the Employer an official roster of its officers, local stewards and alternate stewards which is to be kept current at all times and shall include the following:

A. Name
B. Address
C. Home telephone number
D. Office held

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

Section 8.4. Grievance Investigations - The investigating and writing of grievances shall be permitted on duty time. Members shall be reasonable in the use of this time not to exceed one hour (1) per shift and not to interfere with shift duties. The authorized representative may obtain needed information from the office during duty hours, provided the office is open and the employee receives authorization from that employee's immediate supervisor prior to contacting the office. The authorized representative shall be permitted time to deliver grievances to the next step of the grievance process without loss of pay.

Grievance hearings will be scheduled by mutual agreement of both parties during the grievant's normal working hours when possible. If a grievance hearing is scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

Section 8.5. Activity of Representatives and Stewards - 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 first notifying the supervisor in charge of that area of the nature of the activity and receiving permission from the supervisor.

C. The Union employee official 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.

D. A Union employee official abusing the rules of this Section will be subject to disciplinary action.

Section 8.6. The Union steward or designee may be granted up to eight (8) hours of Union leave each year, subject to the following:

A. The request for Union leave shall be submitted in writing by the Union steward on the standard request-for-leave form as far in advance as possible and in no case less than two (2) weeks prior to the date(s) being requested.

B. The time requested shall be in eight (8) hour increments.

C. The request shall include the subject of the seminar or conference and, where appropriate, specific topics to be covered.

Except where it is known in advance that abnormal service requirements are expected on the day(s) requested, Union Leave should be granted.

Up to eight (8) hours annually of Union leave will be paid leave. However, such time may be unpaid if the subject(s) to be covered are of such a nature that increased Union understanding is unlikely to improve Union-Management relations, collective bargaining, grievance and arbitration handling, or employee understanding of mutually critical issues. Total Union Leave time, paid and unpaid, for all employees in the unit shall not exceed eight (8) hours in one (1) year.

ARTICLE 9
LABOR/MANAGEMENT MEETINGS

Section 9.1. Attendance At Meetings. The parties agree to meet, upon written request, to discuss matters of mutual concern. Meetings shall be scheduled within two (2) calendar weeks of such request. No employee will suffer loss of wages due to attendance at Labor Management meetings.

Section 9.2. Agenda. The Union shall submit to the Employer an agenda with a list of the issues the Union wishes to discuss and the names of the Union representatives who will be attending. The Employer shall review the agenda and notify the Union of any items the Employer wishes to add to the agenda.

Section 9.3. Purpose. The purpose of such meetings shall be to:

A. Discuss the administration of the Agreement;

B. Notify the Union of changes made by the Employer which would affect the bargaining unit;

C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to in advance by both parties;

D. Disseminate general information of interest to the parties;

E. Discuss ways to increase productivity and improve efficiency of public service; and,

F. Consider and discuss health and safety matters relating to employees.

Section 9.4. Labor/Management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE 10
REFERENCES IN AGREEMENT

Section 10.1. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 11
NO STRIKE / NO LOCKOUT

Section 11.1. The Employer and the Union realize that a strike or withholding services would create a clear and present danger to the health and safety of the public and that this Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

During the term of this Agreement, the Union shall not authorize, instigate, cause, aid, condone or participate in any strike, sympathy strike, work stoppage, withholding services or any other concerted activities which affect the operations or services of the Employer. Should any employee(s) engage in a sick call, work stoppage, strike, sympathy strike or slowdown, the Union will take whatever action is necessary to prevent or stop such unauthorized acts including the preparation of a letter addressed to the Employer stating "the strike action is not sanctioned and all employees should return to work immediately" signed by the ranking Union officer.

Section 11.2. In addition to other remedies available to the Employer, any employee or employees who, either individually or collectively violate Section 11.1 of this Article are subject to disciplinary action.

Disciplinary action taken in accordance with the provisions of this Article or no strike provisions of Revised Code Chapter 4117 shall be subject to the Grievance Procedure or appropriate statutory provisions.

Section 11.3. During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of its employees, unless those employees shall have violated Section 11.1 of this Article or provisions of Revised Code Chapter 4117.

Section 11.4. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 12
GRIEVANCE PROCEDURE

Section 12.1. Grievance Defined. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation or improper application of the 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 12.2. Process of Grievances - All grievances must be processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting a statement to that effect, or by permitting the time limits at each step to lapse without further appeal. Any grievance which is not processed by the aggrieved employee within the time limits prescribed in this Article, shall be considered resolved based upon the last answer given by management.

Section 12.3. Advancement of Grievances - Any grievance not answered by management within the stipulated time limits may be advanced, by the employee, to the next succeeding step of the grievance procedure. All time limits listed herein may be extended upon mutual written consent of the parties.

Section 12.4. Resolution and Grievance Steps - It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Preliminary Step: Prior to filing a formal grievance the employee will first attempt to resolve the matter with the employee's immediate supervisor.

No grievance will be considered at this or any subsequent step that has not been brought to the attention of management within ten (10) calendar days of the event(s) giving rise to the grievance and/or fourteen (14) calendar days from the time the grievant should have been aware of the event(s) giving rise to the grievance.

Step 1 Supervisor – In order for an alleged grievance to receive consideration under this procedure the grievant, with the appropriate steward, if the employee desires, must present the alleged grievance in writing to the employee's immediate supervisor within seven (7) calendar days of the preliminary discussion. The immediate supervisor shall investigate the matter and provide an answer in writing within seven (7) calendar days following the date on which the immediate supervisor received the grievance.

Step 2 Division Supervisor – If the grievance is not resolved in Step 1, the employee with the appropriate Union steward, if the employee desires, may, within seven (7) calendar days following receipt of the Step 1 reply, refer the grievance to the Division Supervisor at Step 2 of the grievance procedure. The Division Supervisor shall have seven (7) calendar days in which to schedule a meeting, if the supervisor deems a meeting necessary, with the aggrieved employee and the employee's representative. The appropriate member of supervision shall investigate and respond to the grievance, in writing, within seven (7) calendar days following the date of the meeting, or receipt of the grievance, whichever is later.

Step 3 Sheriff/Designee – If the grievance is not resolved in Step 2, the employee, and/or the appropriate Union representative, if the employee desires, may refer the grievance to the Sheriff, within seven (7) calendar days after receiving the Step 2 reply. The Sheriff shall have (7) calendar days in which to schedule a meeting with the aggrieved employee and the appropriate Union representative, if the employee desires. The Sheriff shall investigate the matter and respond to the grievant and/or Union representative within fourteen (14) calendar days following the meeting. The Sheriff may designate another individual to act on his behalf at this step.

Step 4 - Arbitration: If the grievance is not satisfactorily settled in Step 3, the Union may make a written request that the grievance be submitted to Arbitration. A request for arbitration must be submitted within fourteen (14) calendar days following the date the grievance was answered in Step 3 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the Step 3 reply. Upon receipt of a request for arbitration, the Employer or the Employer's designee and the representative of the Union shall within fourteen (14) calendar days following the request for arbitration jointly agree to either mutually select an arbitrator or request a list of nine (9) impartial arbitrators from the Federal Mediation and Conciliation Service or the American Arbitration Association. The parties shall select an arbitrator within (7) calendar days from the date the list of nine (9) arbitrators is received. The parties shall use the alternate strike method from the list of nine (9) arbitrators submitted to the parties. The first party to strike a name from the list will be decided by a coin toss, then the other party shall strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. After receipt of the panel, but prior to the strike procedure, either party shall have a single option to completely reject the list of names provided by the providing agency and request another list. The parties and the Arbitrator shall schedule a date(s) for the arbitration hearing. The arbitrator shall hold the arbitration promptly and issue his decision within thirty (30) calendar days after the date of the hearing. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of this Agreement. The arbitrator's decision shall be consistent with applicable law.

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

The arbitrator shall be without authority to recommend any right or relief on alleged grievances occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rate not negotiated as part of this Agreement In cases of disciplinary action, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the time limits referenced in the preliminary step 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. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator will be final and binding on both parties. Any cost involved in obtaining the list of arbitrators shall be equally divided between the Employer and the Union. All costs directly related to the services of the arbitrator shall be paid by the losing party.

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

Section 12.5. Grievance Information - All grievances must contain the following information to be considered, and must be filed using the grievance form mutually agreed upon by both parties:

A. The aggrieved employee's name and signature;

B. The aggrieved employee's classification;

C. The date the grievance was first discussed and the name of the supervisor with whom the grievance was discussed;

D. The date the grievance was filed in writing;

E. The date and time the grievance occurred;

F. The location where the grievance occurred;

G. A description of the incident or incidents giving rise to the grievance;

H. The specific Articles and Sections of the Agreement alleged to have been violated; and

I. The desired remedy sought.

Section 12.6. Group Grievance - A grievance may be brought by any employee in the bargaining unit and covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one (1) employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance prior to Step 3.

Section 12.7. Advance Step - Any grievance that originates because of an action at a level above Step 1 of this grievance procedure may be submitted directly to the step or level from which it originates.

Section 12.8. Settlements - Settlements made at any step of this procedure, except for a decision by an arbitrator, shall not be treated by either party as establishing a precedent for any future grievances or other matters arising out of this Agreement.

ARTICLE 13
INVESTIGATIONS AND DISCIPLINARY PROCEDURES

Section 13.1. Investigations

A. For an incident that results in a formal investigation, an employee shall be informed of the basic facts of an incident prior to any questioning, and shall be informed to the extent known at that time, whether the investigation is focused on the employee for a potential charge. This is not intended to restrict the normal conversations regarding operations and incidents between supervisors and employees.

B. Before an employee may be charged with insubordination for failure to answer questions or for failure to participate in an investigation, the employee shall be advised that such conduct, if continued, may be the basis for such a charge. During interviews where an action of record may occur, if an employee desires, the employee shall be given a reasonable opportunity to consult and/or have present the appropriate Union representative before being required to answer questions. The Union representative is bound by the same confidentiality as the employee.

C. Any interrogation, questioning, or interviewing of an employee should be conducted at hours reasonably related to the employee's shift, preferably during the employee's working hours. Interrogation sessions shall be for reasonable periods of time, and time shall be allowed during such questioning for rest periods and attendance to other physical necessities.

D. All interrogations and/or interviews of employees conducted in conjunction with an investigation, may be tape recorded by the Employer or employee (with mutual agreement by both parties). If the employee's interview is reduced to writing, the other party shall be given a copy of said statement.

E. When any anonymous complaint is made against an employee and if after an investigation there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded.

F. An employee may be given a polygraph examination only if the employee is the primary focus of an investigation, a known witness (or is reasonably believed to be a witness) to an incident or at the employee's written request directly to the Sheriff. No polygraph examination may be given in an incident that could not amount to a violation of law, unless requested by the employee.

G. Any employee who has been notified that they were under formal investigation shall be informed, in writing, of the conclusion of the investigation.

Section 13.2. Discipline

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

B. Except in cases where the employee is found guilty of gross or serious misconduct, discipline will be applied in a corrective, progressive and uniform manner.

C. Progressive discipline shall take into account the nature of the violation and the employee's record of performance and conduct but shall not preclude more severe discipline appropriate to the misconduct, neglect, or violation of standards for law enforcement.

D. Any employee, who is charged with violating Department Rules and Regulations that could result in the loss of pay, will be provided access to transcripts, reports, records, lists, written statements, and tapes pertinent to the case.

E. In cases where the Employer determines that a suspension or discharge may result, the Employer agrees not to discharge or suspend an employee without first arranging for a hearing. In cases where a suspension or discharge is contemplated, such notice will be given to the employee forty-eight (48) hours, excluding weekends, prior to the hearing. This hearing is to be held between the Employer, the employee and the employee's representatives. In cases where the employee is charged with any gross or serious misconduct, the employee may be placed on leave from the active performance of regular duties without loss of pay until the pre-disciplinary hearing is held on these allegations. At the hearing, the Employer and the employee(s) and/or their representatives may present any evidence or testimony of witnesses deemed necessary. The employee will remain on paid

leave status until notified of the decision of the Employer. All hearing dates within this subsection "C" may be extended upon mutual written consent of both parties.

F. The Employer may alter the work schedule of an employee in paid leave status so that the employee receives no more than three (3) days of paid leave.

G. Appeals from either discharge or suspension must be submitted to the Employer in the form of a grievance within seven (7) calendar days of written notification to the employee or his Union steward or representative.

Section 13.3. The Employer agrees that all disciplinary procedures shall be carried out in a private and business-like manner.

Section 13.4. Acknowledgement of Discipline. Employees receiving records of formal discipline shall be required to sign such records at the time they initially receive the record as acknowledgment of receipt of said record. It is understood that the appearance of the employee's signature on any disciplinary record does not necessarily imply that the employee agrees with the contents of the record. If an employee refuses to sign a record of disciplinary action at the time they initially receive the record, the employee is barred from contesting the validity of that disciplinary action in any manner through the grievance procedure.

Section 13.5. Forfeiture of Leaves. In lieu of suspension without pay of ten (10) days or less, an employee may request to forfeit accrued vacation leave or compensatory time on an hour for hour basis. Should the parties agree to a forfeiture of such leave, it shall constitute corrective action of record. Such forfeiture shall be noted in the employee's personnel file and shall constitute the final resolution of the agency charges. The Employer's decision on this subsection is not grievable.

ARTICLE 14
PERSONNEL FILES

Section 14.1. Personnel files, Review. It is recognized by the parties that the Employer may prescribe regulations for the custody, use and preservation of records, papers, books, and documents pertaining to bargaining unit employees. To the extent that such records, papers or other documents are not legitimately considered confidential, employees shall have access to their individual personnel files for review during normal business hours. Any employee wishing to examine that employee's personnel file shall make a request in advance to the Employer. The Employer may delay the examination or limit the number of employees released from duty at the same time as is necessary for work load requirements.

Section 14.2. Representative Review. An employee may request that the Union representative be permitted to review that employee's individual personnel file. Such authorization shall be granted within a reasonable period of time.

Section 14.3. Pre-Employment Information. Pre-employment information such as reference checks and responses provided to the Employer with the requirement that it remain confidential, shall not be subject to inspection or copying except as required by the O.R.C.

Section 14.4. Release of Information . No information contained in an employee's personnel file will be released without expressed written authorization from the employee, except where required by law and/or this Agreement.

Section 14.5. Copies to Employees. Employees will be provided a copy of any non-confidential materials contained in their personnel file upon written request. In addition, if the Employer furnished copies of materials in an employee's personnel file which have previously been furnished to the employee, the employee will pay the reasonable cost of such reproduction at the rate of $.10 a page.

Section 14.6. Disputed information. For the duration of this Agreement, and any extension hereof, should an employee dispute the accuracy of documents in that employee's personnel file, the employee may request in writing that the Employer investigate the disputed information. The Employer shall, after receiving the request from the employee, review the disputed information. The Employer shall notify the employee of the results of the investigation and the action to be taken with respect to the disputed information. The Employer shall remove any information that is found to be inaccurate. If after such determination, the employee is not satisfied, the employee may write a brief position statement on the disputed information and such statement shall be attached to the file. In any subsequent transfer, report or dissemination of the disputed information which includes the statement by the employee, the Employer may include a written statement that the Employer has reasonable grounds to believe that the dispute is frivolous or irrelevant and the reasons for this belief.

Section 14.7. Counseling and Reprimands - Duration. Records of counseling and written reprimands shall cease to have force and effect or be considered in future discipline matters twelve (12) months after their effective date, providing there are no intervening disciplinary actions taken during that time period.

Section 14.8. Suspension, Demotion - Duration. Records of suspension, demotion or discharge shall cease to have force and effect to be considered in future discipline matters twenty-four (24) months after their effective date, providing there are no intervening disciplinary actions taken during that time period.

ARTICLE 15
RULES AND REGULATIONS

Section 15.1. Employer's Right to Promulgate. 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 employees, and the conduct of the Employer's services and programs.

Section 15.2. Uniform Application. It is the Employer's intention that work rules, regulations, policies and procedures should be interpreted and applied uniformly to all bargaining unit employees under similar circumstances. Work rules and regulations shall not be adopted that are in violation of the expressed terms of this Agreement.

Section 15.3. Copies Available. Each new employee shall receive or have available a copy of those rules, regulations and the collective bargaining Agreement which have been adopted as of their date of hire.

Any additions or amendments to, or any additional work rules or regulations shall be reduced to writing, posted on the Office bulletin boards or be made available and signed by all bargaining unit employees to acknowledge the awareness of the addition or amendment within seven (7) calendar days of the posting. A hard copy of the rules, regulations and the collective bargaining agreement will be maintained by the Union Stewards at each work station. An employee on leave of absence, sick leave or vacation shall be required to sign the acknowledgment within three (3) workdays upon return to work. This Section does not limit the right of the Employer to implement a work rule-prior to the conclusion of the acknowledgment period.

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

Section 15.4. Notice. Where possible, the Union and the employees will receive notice of changes to existing rules and/or adoption of new rules seven (7) calendar days prior to the date the rule(s) become effective.

ARTICLE 16
BULLETIN BOARDS

Section 16.1. Bulletin Board. The Employer agrees to provide space for bulletin boards in one (1) agreed upon areas of the Employer's facilities for use by the Union. It is agreed that where, in the opinion of the Employer, bulletin boards are already available, the Employer may permit the Union use of said bulletin boards. However, the Employer shall not be obligated to purchase bulletin boards for Union use.

Section 16.2. Notices Posted – Criteria. All Union notices which appear on the bulletin boards shall be signed, posted and removed by the local Union official during non-work time. Notices relating to the following matters may be posted without the necessity of obtaining the Employer's prior approval:

A. Union recreational and social affairs;

B. Notice of Union meetings;

C. Union appointments;

D. Notices of Union elections;

E. Results of Union elections;

F. Reports of non-political standing committees and independent non-political arms of the Union; and

G. Non-political publications, rulings, or policies of the Union.

All other notices of any kind not covered in A through G above must receive prior approval from the Employer or designated representative. It is also understood that no material may be posted on the bulletin boards at any time which contain the following:

H. Personal attacks upon any other member or any other employee;

I. Scandalous, scurrilous or derogatory attacks upon the administration;

J. Attacks on any other employee organization, regardless of whether the organization has local membership; and

K. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

Section 16.3. Prohibitions. No Union related materials of any kind may be posted anywhere in the Employer's facilities or on any of the Employer's equipment and may only be posted on the bulletin boards designated for use by the Union as described in this Article.

Section 16.4. Violations. Proven violations of any provisions of this Article by any Union member, shall subject the Union to revocation of bulletin board posting rights by the Employer.

ARTICLE 17
LAYOFF AND RECALL

Section 17.1. Layoff or Abolishment. When the Employer determines that a layoff or job abolishment is necessary, the Union and the affected employees shall be notified ten (10) days in advance of the effective date of the layoff or job abolishment. Prior to the implementation of the layoff the Employer agrees to discuss rationale for the layoff with representatives of the Union and provide supporting documentation of such reasons. The Employer and the Union may choose to conduct a paper layoff in an effort to expedite the layoff process by mutual agreement.

Section 17.2. Classification Effected. The Employer shall determine in which classification(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their classification seniority. For purposes of this Article the classifications are: Sergeant,

Lieutenant, and Captain. All temporary intermittent, seasonal and part-time employees in these classifications will be laid off before full-time employees within the bargaining unit.

Section 17.3. Displacement. Any employee receiving notice of a layoff shall have three (3) days following receipt in which to exercise the right to displace any less senior employee within the same bargaining unit. The Employer shall provide a seniority list at this time. Any employee who is displaced from the employee's position shall have three (3) days in which to exercise displacement rights in a similar manner. Any employee who does not have sufficient seniority to displace another employee within the bargaining unit, shall be laid off and placed on the recall list unless they have sufficient seniority to bump into patrol, corrections or other bargaining unit positions of the Employer in accordance with the contract involved. The employee will go on a recall list to their prior position for one (1) years. If an employee cannot perform the duties of the position into which the employee is displacing, the Employer may reassign the employee or if there is no position where the employee is able to perform the duties or does not possess the necessary qualifications or certifications, the employee may be laid off.

Section 17.4. Recall. Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are then presently qualified to perform the work in the job classification to which they are recalled with a minimum of training. Full-time employees with recall rights shall be recalled before any temporary, intermittent, seasonal or part-time employees may be reinstated or hired in these classifications within the bargaining units.

Section 17.5. Notice of Recall. Notice of recall from a layoff shall be the 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 to the last mailing address provided by the employee.

Section 17.6. Return to Work. In the case of a layoff, the recalled employee shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of the employee's intention to return to work and shall have ten (10) calendar days following the date of receipt of the recall notice in which to report for duty, unless a later date for returning to work is specified in the recall notice.

Section 17.7. Receipt. The date of receipt shall be the last date written by the post office department on the return receipt or personal service.

Section 17.8. Undeliverable. If the notice of recall is returned as undeliverable the Employer will have no further obligation to the employee.

Section 17.9. Employees who are assigned to a classification with a lower rate of pay than their current rate due to a reduction in force shall remain at the same rate of pay they received at the former position. Employees so affected will continue at their former rate of pay in the new position until they refuse a recall to their former classification, elect to remain in the new position on a permanent basis, bid and are awarded a position on a permanent basis, bid and are awarded a

position with a lower rating than the one they have been displaced to, or until such time as the rate of pay for the employee's years of service for the new position exceeds that of the former position.

Section 17.10. Rate of Lower Classification. Employees affected by Section 17.9 who refuse a recall of their former classification, are awarded a lower rated position than the one displaced to, through the bidding procedure, or who elect to remain permanently in the new position will immediately be assigned to the appropriate pay rate of the new position.

Section 17.11. Employees affected by Section 17.9 who bid and are awarded a position with a higher rate of pay than the position to which they have been displaced, but which carries a rate lower than their original position, will receive the appropriate rate of the new position or the rate they received when displaced, whichever is higher.

ARTICLE 18
SENIORITY

Section 18.1. Department Seniority. Department seniority, for purposes of this Agreement, shall be computed on the basis of uninterrupted continuous service with the Employer. Once continuous service is broken as described below, the employee will lose all previously accumulated seniority.

Classification seniority shall be computed on the basis of uninterrupted length of continuous service with the Employer in a classification.

Section 18.2. Break in Service. Continuous service will be considered broken if:

A. The employee voluntarily resigns and is not reinstated within ninety (90) calendar days;

B. The employee is discharged for cause;

C. The employee is laid off and not recalled for a period of two (2) calendar years from the date of layoff;

D. The employee fails to report for work within the proper time limits following a notice of recall as described in this Agreement;

E. The employee fails to return to work after the expiration of an approved leave-of-absence (sick leave, military leave, etc.); or fails to extend such leave as provided for in this Agreement; and/or

F. The employee retires.

Section 18.3. No Break in Service. Continuous service will not be broken if:

A. The employee is laid off for a period of less than two (2) calendar years;

B. The employee is on approved leave of absence (sick leave, military leave, etc.) as provided for in this Agreement.

C. The employee returns to a classification from another classification during the probationary period.

Section 18.4. Posting Seniority List. The Employer shall post seniority list(s) of the bargaining unit once every twelve (12) months the first Monday following January 1st showing the continuous service and classification service of each employee. The seniority list(s) shall be considered final if no employee files a grievance stating an error has been made within five (5) days from the posting of the list.

ARTICLE 19
VACANCIES

Section 19.1. Vacancies. The Employer reserves the right to make final determination as to whether or not a vacant position exists.

Section 19.2. Classifications. For purpose of this Article, the following classifications are established:

Sergeant
Lieutenant
Captain

Section 19.3. Transfers and Reclassifications. For purpose of this Article, a "lateral transfer" shall be defined as a permanent transfer by an employee to another position within the same classification as listed in Section 19.2. A "reclassification" shall be the permanent transfer from one of the classifications listed in Section 19.2 to another.

Section 19.4. Filling Vacant Positions. When the Employer determines that a vacancy exists, the position will first be posted and filled by lateral transfer. Employees desiring a lateral transfer will complete a form provided by the Employer expressing such desire, including the requested shift which will be kept by the Employer. The position to be filled by lateral transfer will be assigned to the senior most employee requesting such transfer. Subsequent vacancies created by the operation of this Section will be filled in the same manner until there is no remaining vacancy or all requests have been handled.

An employee may submit, withdraw or modify lateral transfer requests at any time, however, the Employer need not consider requests filed twenty-four (24) hours after the vacancy occurs and the decision to fill the position has been made.

Section 19.5. After the operation of the lateral transfer process has been completed, if a position remains that the Employer desires to fill, and there are employees who have been displaced from that

position due to a reduction in force, the senior most of such employees will be assigned to the position.

If through the operation of Section 19.5 other vacancies are created they will be filled in accordance with this Article.

Section 19.6. Posting of Vacant Positions. After the operation of the lateral transfer process and the reassignment of displaced employees has been completed, if a position remains vacant which the Employer desires to fill, the position, with a brief description of the necessary qualifications and duties of the position will be posted on all agreed-to-bulletin boards for a period of five (5) calendar days. During the posting period, any bargaining unit employee wishing to apply for reclassification to the vacant position shall do so by submitting a written application to the Employer. The Employer will consider all applications filed within the posting period based on the following criteria: qualifications, merit, abilities, and seniority.

Section 19.7. Wage Rate. The Employer shall determine the appropriate entry level wage rate for newly hired employees, giving appropriate consideration, as determined solely by the Employer, to the experience and qualifications of the newly hired employee. Service credit for entrance level wage shall not exceed the third Step.

Section 19.8. Wage Rate for Reclassified Employees. For employees who are "reclassified" in accordance with this Article, the following shall apply. Employees who are reclassified into a classification with a lower wage scale shall be placed on the new wage scale at the same number step for which the employee was placed or was eligible in their previous classification. If the reclassification results in placement into a classification with a higher wage scale, the employee shall be placed at the step of the new scale which results in an hourly wage increase of at least five percent 5%.

Section 19.9 Positions Outside Bargaining Unit. Promotions or permanent assignments to positions outside the bargaining unit will not be controlled or affected by the operation of this or any other article of the Agreement.

Section 19.10. Probationary Employees. Probationary employees will not be eligible for lateral transfers or reclassification during their probationary period.

Section 19.11. Employees on Leave. Employees leaving on sick leave, leave-of-absence, or vacation may submit a "Request for Consideration" form for any desired position and if such position is posted while the employee is absent the employee will be considered for the position as described in Section 19.4.

ARTICLE 20
PROBATIONARY PERIODS

Section 20.1. Probationary Period. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first

day for which the employee receives compensation from the Employer and shall continue for a period of one calendar year except as follows. Any absences from work exceeding thirty (30) working days shall automatically extend the new hire probationary period for an equal number of scheduled working days, and no advance notice to the employee or Union is required for such extension of new hire probationary period due to absence from work. A newly hired probationary employee may be terminated any time during his probationary period and such termination shall not be appealable through the grievance procedure of this Agreement.

Section 20.2. Any employee who is reclassified under provisions of Article 17 and/or 19 of this Agreement, shall not be considered a newly hired employee. However, employees who are reclassified will be required to successfully complete a reclassification probationary period for the new position. The probationary period shall begin on the effective date of the reclassification and shall continue for a period of one hundred eighty (180) calendar days from the date the employee is released from orientation training. In the event that by the end of the one hundred eighty (180) day period a newly classified officer cannot perform the new job satisfactorily, the employee shall be returned to the employee's former classification.

ARTICLE 21
PERFORMANCE EVALUATIONS

Section 21.1. Performance Evaluation. The Sheriff may continue a performance evaluation program. Such program will have six (6) month evaluation periods.

Section 21.2. Copies. Each employee shall be counseled regarding the contents of each formal evaluation. Each employee shall receive a copy of their evaluation and shall be required to sign the evaluation form acknowledging receipt of the evaluation. Refusal to sign the form acknowledging receipt of the evaluation shall be grounds for disciplinary action.

ARTICLE 22
SHIFT PREFERENCE

Section 22.1. Shift Assignments, Interests. All Bargaining Unit members shall be entitled to a shift preference based on classification seniority. Once shift preference is established, then bargaining unit days off will be selected based upon classification seniority.

Section 22.2. Shift Interest. During November of each calendar year, and as they come available, each employee shall submit in writing a shift preference listing the first preference and one (1) alternate shift to the designated Personnel Officer. Once shift assignments have been made, and upon written request of the Union, the Employer agrees to provide a copy of shift assignments to the Union.

Section 22.3. Annual. On the first full pay period of January of each year, members will be reassigned in accordance with their preference based on seniority.

Section 22.4. Interests, Assignments. Employees not given their preference for any reason will be contacted during December and a disposition will be reached as to their shift assignment.

Section 22.5. Jail Assignments. Notwithstanding the provisions of this article, the Sheriff may make jail shift assignments and days off as necessary to comply with the Minimum Jail Standards issued by the state of Ohio concerning the reception, custody, and release of prisoners. Bargaining Unit members will be assigned shift assignments and days off on each shift based on bargaining unit seniority except where necessary to comply with Minimum Jail Standards issued by the State of Ohio concerning the reception, custody, and release of prisoners.

ARTICLE 23
IN-SERVICE TRAINING

Section 23.1. Training. Employees required to participate in in-service training programs shall receive their regular rate of pay for the time spent in the training program. Time spent in training shall be considered hours worked during that day, except as follows. Time spent in training which is required by the State of Ohio to maintain the employees' certification, which is held outside of the employees' normal working hours, is not considered as hours worked for the purposes of calculating overtime. Upon completion of a training and/or continuing education program the employee will forward a copy of the certificate of completion or other appropriate recognition certificate to the Sheriff for placement in the employee's personnel file.

Section 23.2. Transportation. The Employer will provide transportation to any mandatory training outside of the County. Where transportation is not provided, the Employer will pay mileage for the employee's personal vehicle at the applicable County rate. If employees should car pool, mileage will be paid for one (1) round-trip per attendee who actually drives to the training site.

Section 23.3. Housing. If the training is conducted in distant locations where it is unreasonable to commute housing shall be provided by the Employer.

ARTICLE 24
HOURS OF WORK/OVERTIME

Section 24.1. Hours of Work. This Article is intended to define the normal hours of work per day or per work period 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 efficiently or improving services; from establishing the work schedules of employees; or establishing part-time positions. 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. The Employer will notify the Union and the employees five (5) work days prior to any permanent schedule change and schools or training where the Employer has enough advance knowledge to allow such notice.

Section 24.2. Overtime. When an employee performs work for more than forty (40) hours in a calendar week, the employee shall be paid overtime for such time over forty (40) hours at one and

one-half (12) times the employee's regular rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. The Employer may not alter the schedule of employees in order to prevent overtime liability.

Section 24.3. Compensatory Time. In lieu of overtime pay, as provided in Section 24.2 above, an employee may elect to take compensatory time at the rate of one and one-half (1 ½) hours compensatory time off for each hour of overtime worked. Sergeants, Lieutenants, Captains may accumulate and use no more than four hundred eighty (480) hours of compensatory time. Compensatory time off will be granted at a time mutually convenient to the employee and the Employer. The employee must receive approval from the Employer prior to taking compensatory time off. Upon separation from service for any reason, employees (or their beneficiary) shall be paid at the employee's then current rate of pay for all accumulated but unused compensatory time.

Section 24.4. Hours to be Credited to Hours Worked. Vacation days, personal days with at least forty-eight (48) hours notification, compensatory time, and holidays will be counted as time worked in determining overtime compensation. Sick leave, except sick leave used before unscheduled overtime shall not count as hours worked for overtime purposes.

An employee making a written request for time off will receive a written response to the request within seventy-two (72) hours of submitting the request, excluding weekends.

Section 24.5. Calendar Week. For purposes of this Article, the calendar week will be the period between 12:01 a.m. Sunday and 12:00 midnight Saturday. Eight (8) consecutive hours per day including a sixty (60) paid lunch period and two (2) fifteen (15) minute paid breaks shall constitute a normal workday. Five (5) eight (8) hour days shall constitute a normal workweek. All lunch periods and breaks shall be subject to call outs.

ARTICLE 25
ROTATION OF OVERTIME OPPORTUNITIES

Section 25.1. Determination of Overtime. In cases where the Employer determines that bargaining unit overtime is necessary, opportunities will be offered to employees in the bargaining unit in accordance with the following procedure.

A. Overtime opportunities will be offered equally to qualified employees.

B. The bargaining unit chairperson or designee will post a voluntary overtime sign up sheet on December 1, March 1, June 1, and September 1. Employees will have the month of the posting to sign up for overtime opportunities for the three (3) month period following the sign up month. The sign up month will be the only time a name can be placed on the list.

   There will be one (1) overtime roster posted in the following work areas: squad room, corrections booking area and civil area. Failure to post the list will result in discretionary call-ins by the O.I.C. of the shift. The overtime roster will show the total of overtime hours worked or refused.

When an employee who has been offered overtime accepts such offer two (2) or more hours before the needed starting time an on-duty employee will not be forced over. `

C. Overtime opportunities will first be offered the most senior qualified employee who has the lowest number of overtime hours charged. Employees working on a regular scheduled day off are exempt from forced overtime. If the most senior qualified employee declines the opportunity or is unavailable, the overtime will be offered to the most senior employee with the next lowest number of charged hours, and so on, until the list is exhausted. When the O.I.C. calls an employee for overtime and does not make contact with the employee personally (i.e. relative, answering machine, no answer, etc.) this shall be considered an overtime opportunity contact. If no employee accepts the overtime offered, the O.I.C. will order (force) the most junior officer from the off-going shift to work over. The next time a "forced" overtime situation exists for the same off-going shift, the next junior officer is ordered to work over. This continues until all officers from that shift have been ordered over. The process then begins over again with the junior most officer. An employee shall not be forced to work extra more than once in a forty-eight (48) hour period. The forced overtime list shall start over each January 1st. New employees shall start with the number of forces as the least employee on the list. For a force overtime to count as a force time worked the employee must work at least two (2) hours. Transports that extend more than two (2) hours beyond a tour of duty shall count as a force over. Corporals forced over in the capacity of a supervisor will have such overtime count as forced time worked.

D. End of Shift. Overtime hours worked after the end of the shift for completion of an on-going assignment and overtime hours resulting from court time will not be recorded on the roster. Nor will any Swat or Dive Team overtime be recorded on the roster. Overtime acquired through temporary training or special assignment will not be placed on the overtime roster or be considered an overtime opportunity for any other employee. Employees temporarily assigned or transferred to another division, for any period of time, will be added to the overtime roster of that division at the highest total amount of overtime hours recorded as of the date of temporary assignment or transfer. The same procedure will occur upon the employee's return to their regular division.

E. Limitations/Chalking. An employee on sick leave, bereavement leave, pre-scheduled holiday, compensatory time, vacation leave, military leave, on training, or has worked sixteen (16) hours consecutively will not be offered the overtime or forced to work.

1. The first day of January, April, July and October of each year, all members will start out at zero (0). At this time, the O.I.C. will offer overtime to the senior people first, then by the hours for the remainder of the quarter.

2. When an employee is charged on the overtime roster, the date the employee is to work, or would have worked, will appear above the O.I.C.'s initials.

F. Error. If an error is made by the Employer in the offering of overtime and it was not discovered, reported, and corrected prior to the working of the overtime hours on the roster, the error will be corrected at the next scheduling. Failure to do so shall result in the aggrieved employee being paid at straight time for the hours not worked on the second erroneous overtime offering. Should this happen a third (3rd) time to the same employee following reporting to the Employer and without having been corrected, such employee shall be paid time and one-half (12) for the overtime hours missed on the third (3rd) erroneous overtime offering. Any claim of error in an overtime offering shall be reported to the O.I.C. no later than seventy-two (72) hours from the time of the claimed error.

Section 25.2. Emergency Call-In. Notwithstanding any of the above provisions, all employees shall be subject to emergency call-in or hold-over to be determined by the Sheriff or the Sheriff's designee in his absence.

ARTICLE 26
COURT DUTY/CALL IN

Section 26.1. Any employee who in the employee's employment capacity is required to report for court duty outside of the employee's regular scheduled work shift shall receive a minimum of two (2) hours pay at the rate of time and one-half (1/2) for such time spent at court for such duty.

Section 26.2. "Call-in" occurs when a supervisor specifically requests or schedules an employee to return to work after completion of the employee's regular schedule but before the employee is scheduled to return to work
When an employee is called in, the employee shall receive a minimum of two (2) hours pay at the rate of time and one-half (1/2) except Road Patrol Deputies called on emergencies that are of fifteen (15) minutes or less in duration from mark on time shall receive a minimum of one (1) hour's pay at time and one-half (1/2).

The above provision notwithstanding, when the call-in is within two (2) hours of the normal starting time, payment will be for actual hours worked at the applicable rate.

ARTICLE 27
TRADING SHIFTS

Section 27.1. Request. Upon prior notification and approval of the employee's supervisors, employees will be permitted to trade shifts and/or days off within the pay period, or the pay periods before or after the date of request.

Section 27.2. Limitations. No overtime liability will result due to the operation of this Article. Misuse or abuse may result in denial of trade requests.

ARTICLE 28
TEMPORARY ASSIGNMENTS

Section 28.1. Reassignments. It is understood that in order to provide efficient service, it may be necessary to assign employees temporarily to another shift and/or position. It is further understood that no employee shall suffer any loss of pay due to such temporary assignment. Employees temporarily assigned to a bargaining unit position with a higher rate of pay shall, for the time spent in the position, receive a pay adjustment equal to the same number step at the higher rate as the employee receives at their regular scale. The assignment shall be made primarily based on an employee's ability and experience. The Employer shall mandate temporary assignments by rotating up from least senior to most senior qualified employee. The rotation of employees given temporary assignments shall start over the first full pay period in January each calendar year. Employees temporarily assigned to a position outside the bargaining unit shall receive wages equal to either two dollars ($2.00) per hour more than their regular wage rate or the top step for the position into which they are assigned, whichever is less, for the time spent in the temporary position.

Section 28.2. Temporary Assignments. The Employer agrees that temporary assignments shall not be for more than six (6) consecutive months in duration.

A. Temporary assignments of employees due to the sickness, disability, or approved leave of absence of another employee shall normally first be offered to qualified employees in the same division on a volunteer basis. If no employees volunteer and an employee is assigned to take the temporary assignment, the assignment of that employee shall not exceed four (4) months. However, temporary assignments of volunteer employees due to the sickness, disability, or approved leave of absence of another employee shall continue during the period of sickness, disability, or approved leave of absence and may exceed four (4) consecutive months in duration depending on the circumstances.

Section 28.3. Limits. Temporary assignments will not be used to effect permanent assignments as described in this Agreement.

ARTICLE 29
HEALTH AND SAFETY

Section 29.1. It is agreed that safety is a prime concern and responsibility of the Employer, the employee and the Union.

Section 29.2. The Employer agrees, to the extent practical, to provide safe working conditions, tools, equipment and working methods for all employees in conformance with the standards of applicable law. The Employer will attempt to correct unsafe working conditions and see that safety rules and safe working conditions are followed by the employees.

Section 29.3. The employees accept the responsibility to properly use and care for tools, equipment, and work areas in a safe and proper manner and accept the responsibility to follow all safety rules and safe working methods established by the Employer. Employees are required to wear and/or utilize safety equipment for the purpose for which it was provided. Failure or refusal by an employee to wear and/or utilize such equipment at all appropriate times may be grounds for discipline. All

unsafe working conditions shall be reported by the employee to a representative of the Employer as soon as any unsafe working conditions are known.

Section 29.4. The Employer and the Union shall consider and discuss safety and health related matters and explore ideas for improving safety at the regularly scheduled labor/management meetings.

ARTICLE 30
SICK LEAVE

Section 30.1. Sick Leaves Accumulation. 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, overtime and sick leave, but not during an unpaid leave of absence or layoff. Part-time, seasonal and intermittent workers shall be credited with sick leave at the same rate. Unused sick leave shall accumulate without limit.

Section 30.2. Prior Sick Leave. An employee who transfers from a public agency to the Ross County Sheriff's Office, or who has prior service with a public agency, shall retain credit for any sick leave earned in accordance with this article, so long as the employee is employed by the Ross County Sheriff's Office. Deductions shall be made for any payment or credit given by the previous agency in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from the public service shall be credited upon re-employment in the Ross County Sheriff's Office provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service.

Section 30.3. Increment. Sick leave shall be charged in minimum units of one (1) hour except in the case of bona-fide medical/dental appointments/illnesses which have been approved in advance. It is understood that the operations of the Office will not be disrupted in any manner as a result of non-emergency medical/dental appointments. An employee shall be charged for sick leave only for days upon which the employee would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings.

Section 30.4 Reasons. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

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

B. Medical, dental or optical examinations or treatment of the employee or a member of the employee's immediate family, which requires the attendance of the employee, and which cannot be scheduled during non-working hours;

C. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or when, through exposure to a contagious disease, the presence of the employee at work would jeopardize the health of others,

D. Pregnancy and/or childbirth and other conditions related thereto; or

E. Up to three (3) days of accumulated sick leave may be used as personal days each year. Personal days shall be requested as far in advance as possible, but in no cases more than thirty (30) calendar days in advance nor less than one (1) hour advance notice. Personal leave scheduled forty-eight (48) or more hours in advance shall not be deducted from sick leave.

Employees requesting personal leave hours with less than forty-eight (48) hours notice shall be required to have a balance of sick leave equal to the number of personal leave hours at the time personal leave is to be utilized. Vacation time requested in January and scheduled in no less than one (1) week blocks shall take precedence over personal day requests. The Employer shall have the ability to deny personal days off after two (2) employees marked off on a shift and classification. Marked off time shall include sick leave, personal leave, and bereavement leave. Notwithstanding the foregoing provision, the Employer shall have the right to deny a request for personal day if another employee has already taken a personal day for that shift and classification. No personal days may be utilized on Thanksgiving Day, Christmas Day or New Years Day.

As used in this Section immediate family shall be defined to include: grandparent, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, step-child, foster child, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis).

Section 30.5. Justification. The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of a written, signed statement shall be grounds for disciplinary action.

Section 30.6. Notice. When an employee is unable to report to work, the employee shall notify the Office, at least one (1) hour before the time the employee is scheduled to report to work on each day of absence, or once per week in the case of extended illness or injury, unless emergency conditions make it impossible.

Section 30.7. Sick Leave Schedule.

A. During the term year of this Agreement, all employees who do not have at least one hundred (100) hours – 1st year of this Agreement, two hundred (200) hours – 2nd year of this Agreement, and three hundred (300) hours of accrued sick leave – 3rd year of this Agreement at the time the sick leave is used shall be paid for sick leave as follows:

1. for the first five (5) scheduled shifts of sick leave used, sick leave will be paid at one hundred percent (100%) of the employee's regular pay;

2. for the second three (3) scheduled shifts of sick leave used, sick leave will be paid at eighty-five percent (85%) of the employee's regular pay or be paid six (6) hours of sick leave for an eight (8) hour absence;

3. for all other sick leave beyond eight (8) schedule shifts, sick leave will be paid at fifty percent (50%) of the employee's regular pay, or four (4) hours of sick leave for an eight (8) hour absence.

Counting of scheduled shifts shall begin at zero at the beginning of the calendar year.

B. Employees who have at least one hundred (100) hours – 1st year of this Agreement, two hundred (200) hours – 2nd year of this Agreement, three hundred (300) hours of accrued sick leave – 3rd year of this Agreement at the time the sick leave is used shall not have the payment of sick leave reduced under this section. For employees who do fall below the above limits, the payment limitations set forth in this section will be calculated based on the number of total sick leave days used during that contract year while under the above thresholds. In all cases, the employees must have enough accrued sick leave to cover the amount of time used or the employee will not be paid at all.

C. Notwithstanding the other provisions of this section, employees are eligible to use sick leave they have accrued, paid at their full, regular rate of pay, for:

1. In-patient hospitalization of an employee or a member of the employee's immediate family, as defined in this article, and the continuous period of recover therefrom; or

2. Sick leave used for funeral purposes, as provided in this article; or

3. Sick leave that qualifies and is taken as Family Medical Leave (FML); or

4. Any sick leave scheduled and approved in advance; or

5. Personal days utilized would not count as a day of sick leave utilized.

D. When measuring the amount of sick leave used by bargaining unit employees, except for sick leave utilized according to (C) (1-5) above, all paid and unpaid sick leave shall be counted, including leave for the serious health condition of the employee or a member of the employee's immediate family. Sick leave utilized according to (C) (1-5) shall not be counted.

E. New employees, serving their initial probationary period, will receive 100% sick leave pay and will not be subject to this section (31.8) until after one (1) year of employment.

Section 30.8. Abuse of Sick Leave: Employees abusing sick leave policies are subject to the discipline procedure of this Agreement.

Section 30.9. Physician's Statement: If medical attention is required, or an employee is off more than three (3) days, the employee shall be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform the employee's duties. Where sick leave is requested to care for a member of the immediate family, and medical attention is required, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person. Falsification of a physician's certificate shall be grounds for disciplinary action.

Section 30.10. Examination. The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the substantial duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of such examination shall be paid by the Employer.

Section 30.11. Conversion at Retirement. An employee who retires with ten (10) or more years of accredited service will be paid 50% of the employee's accumulated sick leave at the current rate of pay.

Section 30.12. In the event of the death of an employee, the employee's estate will be paid 50% of the employee's accrued sick leave at the then current rate of pay.

Section 30.13. Pre-scheduled sick leave (pre-scheduled doctor appointment) and personal days shall not be used when determining abuse or excessive use of sick leave.

Section 30.14. Perfect Attendance Incentive:

A. Full time employees who use eight (8) hours or less of sick leave nor have any unpaid absence during any period of one thousand and forty (1040) hours worked will be entitled to one (1) day of perfect attendance incentive for each such period. Personal days utilized will not count against the perfect attendance incentive. The employee shall be responsible for Atracking such time and must notify the personnel officer within sixty (60) days of such entitlement.

1. Employees shall schedule perfect attendance incentive with their immediate supervisor as far in advance as is possible, and based on workload requirements. In no event, however, may the leave be taken with less than twenty-four (24) hours advance notice.

2. Such leave shall not be cumulative and must be taken within twelve (12) months of the date of the incentive award.

ARTICLE 31
BEREAVEMENT LEAVE

Section 31.1. Nuclear Family. Upon the death of a member of an employee's immediate family the employee will be granted up to five (5) days leave with pay provided the employee attends the funeral. Such leave will not be deducted from the employees accrued sick leave.

Section 31.2. Extended Family. As used in this Section immediate family shall be defined to include: grandparents, brothers, sisters, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, step-child, foster child, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis).

ARTICLE 32
INJURY LEAVE

Section 32.1. Any employee who suffers bodily injury inflicted in the line of duty, by an inmate (adult or youth) or by any person in an arrest situation, shall receive injury pay in accordance with the following:

A. AMOUNT AND LENGTH OF PAY. An employee receiving injury pay shall be paid at the employee's regular rate during the leave. Pay shall be in lieu of Workers Compensation, in lieu of sick leave, and in lieu of disability leave benefits. In no case shall the payment of injury pay exceed nine hundred and sixty (960) working hours. Such hours shall not be deducted from sick leave hours.

B. REQUIREMENTS. For an employee to qualify for injury pay, the employee must file within twenty-four (24) hours if known and possible with the Employer a written statement of the circumstances for the injury showing conclusively that the injury was sustained in the line of duty, how inflicted, and did not result from an accident, from misbehavior, or from negligence on the part of the employee. The employee must report the injury to their supervisor immediately, but not later than the end of their shift if known and possible. A doctor's statement will be included stating nature and extent of employees' injury.

For an employee to qualify for injury pay, the employee must first sign all salary continuation agreements and/or other document requested by the Employer to evidence that the Employer is paying salary continuation in lieu of temporary total disability compensation pursuant to the Ohio Workers' Compensation Act.

C. MEDICAL TREATMENT AND RETURN TO WORK. It shall be the obligation of the employee to receive necessary medical treatment and to return to active status at the earliest time permitted by the employee's attending physician.

D. EXTENDED DISABILITY. When an employees disability, as covered by this Section, extends beyond nine hundred and sixty (960) hours of injury pay, the employee shall immediately become subject to the rules of this Agreement regarding sick leave and

disability leave benefits. Prior to expiration of nine hundred and sixty (960) hours, the Employer shall notify the disabled employee of the employee's option regarding the use of sick leave or other available leave.

Section 32.2. Any employee in the bargaining unit who is disabled as a result of a physical injury suffered in the discharge or performance of the employee's duty (and not covered under Section 32.1) shall be entitled to receive full pay during such period of disability, but in no case more than eight (8) days pay.

The following conditions will apply to this Section:

A. The employee must file a Workers' Compensation claim to qualify for compensation under this Section; and

B. The Employer may require the employee to submit himself to a physical examination conducted by a doctor chosen and paid for by the Employer.

ARTICLE 33
MILITARY LEAVE

Section 33.1. All employees who are members of the Ohio National Guard, the Ohio organized 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 performing service in the uniformed services as defined in O.R.C. 5903.01 for up to twenty-two (22) eight (8) hour workdays or not to exceed one hundred seventy-six (176) hours in any one (1) calendar year. The employee requesting such leave is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty.

Section 33.2. Employees shall be entitled to receive their regular rate of pay while on Military Leave as described in this Article.

ARTICLE 34
JURY DUTY

Section 34.1. Leave for jury Duty. Employees called for jury duty shall receive their regular rate of pay for time spent on jury duty during the employee's regularly scheduled working period. Each employee shall remit to the Sheriff the notice to appear on each date jury duty is performed as verification of the employee's jury service. In no event shall the employee receive both wages from the Employer and collect for serving jury duty. Employees performing jury duties during a non-scheduled working period shall not be compensated by the Employer for time spent on jury duty.

Section 34.2. Return from Jury Duty. Employees on jury duty shall return to their regularly assigned duties upon completion of jury duty if one (1) or more hours of the employee's regularly scheduled work period remains.

Section 34.3. Notification to Employer of Jury Duty. Employees shall notify their immediate supervisor upon receipt of any jury duty notice, and shall keep the supervisor informed as to appearance times throughout their term as a juror.

ARTICLE 35
LEAVES OF ABSENCE

Section 35.1.

A. UNPAID LEAVES OF ABSENCE

1. The authorization of a leave of absence is a matter of administrative discretion. The Employer in each individual case will decide if a leave of absence is to be granted. No granting of a leave of absence will be considered precedent for a grievance based on the denial of another leave of absence.

2. Unpaid leaves of absence will not exceed six (6) months duration, unless an extension is requested by the employee and approved by the Employer for up to an additional six (6) month period. Except in case of emergency, an employee must request a leave of absence at least thirty (30) days in advance.

3. An employee may only use a leave of absence for the reason for which it was granted. If the employer determines that the leave is being used for a different reason, the Employer may require the employee to return to work or may discipline the employee up to and including discharge. An employee may not use a leave of absence to look for another job or work at another job without the permission of the Employer.

4. An employee may not return from a leave of absence before the time granted for the leave expires, without the permission of the Employer.

5. If an employee fails to return from leave upon the expiration of the leave, the Employer may consider the employee's failure to return as job abandonment, and may discharge the employee from employment.

B. DISABILITY LEAVE

1. An employee may request a leave of absence without pay for disability purposes by submitting such request in writing to the Employer, subject to the rules for leaves of absence.

2. An employee is entitled to unpaid disability leave if declared incapacitated for the performance of the duties of the position by a licensed physician designated by the Employer. It is the employee's responsibility to request a disability leave since such leave is not granted automatically when the employee's sick leave has expired. When an employee is ready to return to work, the employee shall furnish a statement by an

attending physician certifying the employee is able to return to work. In all other respects the employee is subject to the rules for leaves of absence.

3. Leave for male employees may be deducted from sick leave for care of the employee's wife and family during the post-natal period. Such sick leave shall be for a maximum period of five (5) consecutive days.

ARTICLE 36
VACATION

Section 36.1. Vacation Schedule. Full-time permanent 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 on length of service, as follows:

LENGTH OF SERVICE	VACATION HOURS
Less than one year	none
1 year but less than 7 years	80
7 years but less than 14 years	120
14 years but less than 22 years	160
22 years or more	200

Section 36.2. Prior Service. New employees of the Employer shall be entitled to earn vacation credit based on their previous periods of employment in other state or local government agencies in Ohio. Employees previously employed by the Employer shall also be entitled to a prior service credit. Prior service shall mean any service with the county, or any political subdivision of the State of Ohio. To be credited with prior service, employees must supply documentation of prior service to the Employer within ninety (90) days after initial employment or within ninety (90) days after the effective date of this Agreement.

Section 36.3. Minimum Service. No employee shall be entitled to vacation leave nor payment for accumulated vacation under any circumstances until the employee has completed one (1) year of employment with the Employer.

Section 36.4. Scheduling. Vacations are scheduled in accordance with the workload requirements of the Employer. Vacation requests made between January 1 and January 31 of each year of five (5) or more consecutive working days shall be given priority and will be granted based upon seniority. Vacation requests made by January 31 of each year will be granted based upon bargaining unit seniority. Vacation requests received after the January 31 date will be granted, based upon workload requirements and determined by the first submitted request. If two (2) or more bargaining unit employees in the same work unit submit their request on the same day, the determining factor will be

seniority. The parties recognize that the Employer has the authority to determine the number of employees that may be on vacation leave at any given time, however, vacation leaves will be granted at times most desired by employees provided the workload is not adversely affected.

Section 36.5. Maximum Accommodations. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of accrual for three (3) years. Such excess leave shall be eliminated from the employee's leave balance.

Section 36.6. Illness During Vacation. If an employee, while on vacation, experiences an illness or injury, or experiences a death in the family, which would warrant paid sick leave had the employee been at work, the employee shall be allowed, upon showing proper evidence, to charge such occurrence to sick leave. Proper evidence shall be deemed to mean a doctor's certificate in the case of illness or injury or an official obituary notice in the case of a death.

Section 36.7. Conversion on Separation. Upon separation from service for any reason, employees (or their beneficiary) shall be paid at the employee's then current rate of pay for all earned but unused vacation time.

ARTICLE 37
HOLIDAYS

Section 37.1. Holidays. All employees in the bargaining unit shall be entitled to the following paid holidays:

1.	New Year's Day	(1st day of January)
2.	Martin Luther King Day	(3rd Monday of January)
3.	Presidents Day	(3rd Monday of February)
4.	Memorial Day	(Last Monday in May)
5.	Independence Day	(4th day of July)
6.	Labor Day	(1st Monday in September)
7.	Columbus Day	(2nd Monday in October)
8.	Veteran's Day	(11th day of November)
9.	Thanksgiving Day	(4th Thurs. in November)
10.	Christmas Day	(25th of December)
11.	Employee's Birthday	

Section 37.2. Rate of Pay. Employees who work on a holiday will receive the appropriate rate for the hours worked on the holiday in addition to eight (8) hour Holiday pay.

Section 37.3. Work on Holidays. In order to qualify for Holiday pay, an employee must work the last scheduled workday prior to the holiday, the holiday when scheduled, and the first scheduled workday after the holiday. For purposes of this Section, the holiday shall be considered the holiday specified in Section 37.1, or if scheduled as a day off, the day actually taken. Vacation, compensatory time, and personal leave approved twenty-four (24) or more hours in advance of its being taken shall count as hours worked for purposes of this Article. Such time approved in less than

twenty-four (24) hours prior to its being taken shall not count as hours worked for purposes of this Article.

Section 37.4. Rescheduled Holidays. Employees may elect to take all, or a portion of their holidays as days off at any time during the calendar year in accordance with the following:

A. Employees must notify the Employer of the number of holidays to be taken as personal days off by January 1 of each calendar year;

B. Employees who schedule a holiday day off two (2) weeks prior to the date of the day to be taken will, schedule permitting, be granted that day off,

C. If too many employees request the same day off the senior employee(s) will be granted the day off and the junior employee(s) will be required to request another date;

D. No request for a holiday day off will be granted less than three (3) days prior to the date of the requested day;

E. All holiday days off must be taken in the same calendar year as the holiday(s). Holiday days off not taken will not be carried over into subsequent years;

F. The Employer may deduct the appropriate amount from that employee's paycheck if an employee leaves the Office and has taken more holiday days off than the number of holidays that have occurred at the date of separation.

G. Employees who opt to receive holiday pay in lieu of time off shall be paid in one (1) check, the first pay in November of each calendar year.

ARTICLE 38
UNIFORMS

Section 38.1. Uniforms Provided. The Employer shall furnish the basic uniform in a serviceable condition for all employees required to wear same according to the schedule in Section 38.4. All uniforms purchased by the Employer remain the property of the Employer and must be turned in when separated from employment. Employees will sign for all items issued to them through this Article, and a record of items issued will be maintained by the Employer with a copy being given to the employee. Uniform items not accounted for shall be replaced at the employee's expense.

Section 38.2. Repair and Replacement, Detectives. The Employer shall repair or replace all uniform items damaged, worn, that no longer fit, or are destroyed in the line of duty so long as the damage is not due to the Employee's negligence. Cleaning of uniforms shall be the responsibility of the employee except as otherwise provided in Section 38.3. Bargaining unit employees assigned as detectives shall receive four hundred and fifty dollars ($450) per year on a reimbursement system. Starting in January of 2009.

Section 38.3. Dry Cleaning. Where dry cleaning of uniforms is required, the Employer agrees to pay for the dry cleaning at Employer-designated cleaner(s) of up to three (3) uniform items per week per bargaining unit employee, or no more than one hundred fifty-six (156) items per year of the Agreement.

Section 38.4. Uniform Allowance: This list is to provide and establish basic issue of uniform pieces to be issued to all bargaining unit members required to wear the uniform.

	Road	Corrections	Civil
Summer Hat (Straw Type)	1	1	1
*Felt Hat (w/ acorns and straps)	1		
Hat Cover	1	1	1
Trooper Style Hat	1		
Pair Shoes	1	1	1
Tuffy Jacket w/liner	1	1	1
*Rain Coat	1		
Summer Shirts w/patches	4	4	4
Winter Shirts w/patches	4	4	4
All Season Pants	4	4	4
Summer Jacket w/ patches	1		
Hat Badge	1	1	1
Breast Badge	1	1	1
Ties	2	2	2
Sets of Collar Brass	2	2	2
Brass Buttons	20	20	10
Tie Bar	1	1	1
Whistle and Chain	1		
Name Plate	1	1	1
Belt	1	1	1
Body Armor	1		

*items so marked shall be issued to Law Enforcement certified employees in Corrections and Civil. (Body armor shall be replaced according to the makers' specifications)

New employees will be issued seasonal uniforms within thirty (30) days following completion of the probationary period. If the Employer issues Departmental sidearms, the Employer will also issue the leather equipment including: belt, holster, ammunition, punches, clips or speed loaders, and handcuff case.

Section 38.5. Personal Weapon: Following advance approval of the Sheriff, an employee may carry his/her own weapon if it is a quality weapon and they qualify with that weapon.

ARTICLE 39
PURCHASE OF WEAPON UPON RETIREMENT

Section 39.1. Purchase. Upon PERS retirement of a bargaining unit member with at least 10 years of employment with the employer but less than 25 years, the furnished weapon can be purchased for $50.00. For 25 years of employment with the employer, the furnished service weapon can be purchased for $1.00 at PERS retirement.

ARTICLE 40
INSURANCES

Section 40.1. Life Insurance. The Employer will provide at no cost to the employee Term Life Insurance in the sum of twenty-five thousand dollars ($25,000.00).

Section 40.2. The Employer, throughout the period covered by this Agreement will maintain the employee's membership in the Buckeye State Sheriffs' Association and the National Sheriffs' Association.

Section 40.3. The Employer will pay ninety percent (90%) of the premium for single coverage and eighty-six and one quarter percent (86.25%) of the premium for family coverage for hospitalization, vision and dental coverages; the employee shall pay the remainder by payroll deduction. Beginning July 1, 2012, the Employer will pay 85% of the premium for single and 85% of the premium for family coverage for these coverages; the employee will pay the remainder by payroll deduction. For the duration of this Agreement, the Employer will continue to provide full-time bargaining unit employees with hospitalization coverage in the same manner as provided to non-bargaining unit employees. The level of health insurance benefits provided to bargaining unit employees will also be equivalent to those provided to non-bargaining unit employees. The Union employees will be provided a copy of the plan description. The Employer may, during the life of this Agreement, change insurance carriers or methods of providing insurance coverage. For the employee's share of insurance premiums, the Employer agrees to deduct in even amounts one-half (2) of the monthly insurance premiums from the first two (2) pay periods each month.

Section 40.4. If an employee has exhausted accrued sick leave and/or injury leave, due to illness or injury and remains unable to return to work, the Employer will continue to pay the Employer's portion of the employee's health insurance premium that was in effect at the start of the illness/injury for a period of up to six (6) months, but for no more than six (6) months in any calendar year.

Section 40.5. Professional Insurance. The Employer will continue to provide professional liability insurance coverage for each employee at the current level if practical.

ARTICLE 41
WAGES

Section 41.1. Employees, including any employees who move into the classification during the life of this Agreement, will not advance in the steps. All steps shall receive a two and one-half percent (2.5%) increase effective: July 1, 2011; January 1, 2012; January 1, 2013:

Sergeant

2011

Sergeant

Step	A	B	C	D	E	F
			Branham	Steele		Cox
	$16.15	$16.92	$17.68 + .25	$18.50 + .25	$19.34	$20.27 + .25

2012

Sergeant

Step	A	B	C	D	E	F
	$16.56	$17.35	$18.12	$18.96	$19.83	$20.78

2013

Sergeant

Step	A	B	C	D	E	F
	$16.97	$17.78	$18.58	$19.44	$20.32	$21.30

Lieutenant

2011

Lieutenant

Step	A	B	C	D	E	F
	$19.12	$19.86	$20.65	$21.41	$22.25	$23.20

2012

Lieutenant

Step	A	B	C	D	E	F
	$19.59	$20.36	$21.17	$21.95	$22.81	$23.78

2013

Lieutenant

Step	A	B	C	D	E	F
	$20.08	$20.87	$21.70	$22.50	$23.38	$24.37

Captain

2011

Captain

Step A
$24.21

2012

Captain

Step A
$24.82

2013

Captain

Step A
$25.44

Employees whose wages exceed the step scale in their classification are red-lined and will receive the following one-time lump sum payment.

On the first pay period upon ratification of the Agreement: $500.
On the first pay period in the month of November, 2012: $500.
On the first pay period in the month of November, 2013: $500.

Section 41.2. Service Credit. Employees will be paid at the rates in Section (41.1) based upon their uninterrupted continuous service and any service credit previously allowed to service credit allowed under the provisions of this Agreement.

Section 41.3. Advance Step Hiring.

Section 41.4. Longevity. In addition to the above wage scales, bargaining unit members shall receive the following service credit bonus:

10 years of service but less than 15 years = .25 per hour
15 years of service but less than 20 years = .30per hour
20 years of service = .35 per hour

Section 41.5. Appendix B reflects the wage rates of bargaining unit members employed by this office the date this Agreement was executed.

ARTICLE 42
RESIDENCY REQUIREMENT

Section 42.1. Residency. Within one hundred eighty (180) days of being hired by the Employer, newly-hired employees must establish their primary residence within Ross County or any contiguous county. Existing employees who as of the effective date of this Agreement maintain their primary residence outside the required area shall not be required to move. Continued employment by the department is contingent upon employees continuing maintenance of a primary residence address, telephone number, and/or emergency telephone number where they can be reached. Notification of change of address and/or telephone number shall be made in writing within twenty-four (24) hours to the department's personnel officer.

Section 42.2. Standards. An employee shall not satisfy this residency requirement by maintaining an apartment or other "residence" within the required area if that person primarily occupies a different residence outside the above required area.

ARTICLE 43
FAMILY AND MEDICAL LEAVE

Section 43.1. FMLA Leave. Pursuant to the Family and Medical Leave Act of 1993 and as amended, FMLA leave may be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1,250 hours of service during the twelve (12) months before the leave is requested. The leave may be granted up to a total of twelve (12) weeks during any twelve (12) month period for the following reasons:

A. Because of the birth of a child or placement for adoption or foster care of a child;

B. In order to care for the spouse, son, daughter, parent, or one who stood in place of a parent of the employee, if such spouse, son, daughter, parent, or "in loco parentis" has a serious health condition;

C. Because of a serious health condition that makes the employee unable to perform the employment functions.

Section 43.2. The employee must provide the Employer with thirty (30) days advance notice of the leave, or such notice as is practicable, if thirty (30) days notice is not possible. The employee must provide the Employer with certification of the condition from a health care provider. The Employer, at Employer expense, may require a second opinion on the validity of the certification.

Should a conflict arise between health care providers, a third and binding opinion, at Employer expense will be sought.

Section 43.2. Leave and Insurance While on FMLA. An employee seeking FMLA leave must first use paid sick time (if applicable), vacation and personal holidays before going on unpaid leave. The total amount of family leave paid and unpaid will not exceed a total of twelve (12) weeks. In any case in which a husband and wife are entitled to family leave and are both employed by the Employer, the aggregate number of workweeks of leave to which both may be entitled may be limited to twelve (12) weeks during any twelve (12) month period if such leave is taken because of the birth of a child or placement for adoption or foster care of a child. The employee will be responsible for the employee share of the health insurance cost during the unpaid leave. If the employee does not return from the leave, the employee is responsible for the total insurance premium paid by the Employer. The Employer has sole discretion to waive recovery of insurance premiums.

Section 43.3. Compliance with FMLA and Employer Policies. It is intended that this Article comply with the Family and Medical Leave Act of 1993, and as amended, and the Employer may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this Agreement.

ARTICLE 44
SUBSTANCE TESTING

Section 44.1. Substance Testing: The parties agree that management has the right to test employees for alcohol, drug or substance abuse as outlined in the remaining sections of this Article. Drug/Alcohol testing may be conducted on employees according to a random drug testing procedure or upon reasonable suspicion. Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of drug or alcohol;

B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;

C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;

D. Evidence that an employee had tampered with a previous drug test;

E. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Additionally, the parties agree that management has the right to establish a random drug testing program which shall be applicable to all employees of the Office. Sixty (60) days prior to the establishment of such a program, the Employer will meet and discuss the program with the Union. The Employer will not be involved in the selection of employees to be randomly drug tested. Testing will only be performed during the scheduled employees' work hours. The Employer may randomly

test up to six (6) times each calendar year. All testing performed under a random drug testing program shall adhere to the drug testing procedures detailed below.

Section 44.2. Drug Testing Procedures: All drug screening tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS) or certified by a DHHS recognized certification program. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test or equivalent. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

Section 44.3. Alcohol Testing Procedures: Alcohol testing shall be done in accordance with the procedure and laws of the state of Ohio to detect drivers operating a motor vehicle under the influence. A positive test shall entitle to Employer to proceed with sanctions as set forth in this Article.

Section 44.4. Test Results/Refusal to Submit to Testing: The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. A representative for the bargaining unit shall have a right of access to the results upon request to the Employer, with the employee's consent.

Section 44.5. Confirmatory Testing:

A. If a drug screening test is positive, a confirmatory test shall be conducted utilizing the fluid from the same container collected in the manner prescribed above.

B. In the event the second test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.

C. In the event that the second test contradicts the result of the first test, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

D. In the event two (2) test results are positive, the employee is entitled to have the sample, in the second container tested in the manner prescribed above at the employee's expense. The results of this test, whether positive or negative, shall be determinative.

Section 44.6. Rehabilitation/Detoxification Programs: If the testing required above has produced a positive result the Employer may require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. Discipline allowed by the positive findings provided for above shall be deferred pending rehabilitation of the employee within

a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee shall be returned to the employee's former position. Such employee may be subject to the periodic retesting upon return to work for a period of one (1) year from the date the employee returns to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay, for a period not to exceed ninety (90) days.

Section 44.7. Discipline: If the employee refuses to undergo rehabilitation or detoxification, or does not follow the rehabilitation or detoxification program in good faith, or test positive during a retesting within one (1) year after returning to work from such a program, the employee shall be subject to disciplinary action, up to and including removal from employment and termination.

Section 44.8. Payment of Testing Costs: Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

ARTICLE 45
MID-TERM BARGAINING

Section 45.1. If, during the term of the contract, mid-term bargaining is required under Ohio Revised Code Section 4117, the parties shall meet and bargain, except where immediate action is required due to 1) exigent circumstances that were unforeseen at the time of negotiations, or 2) legislative action taken by a higher level legislative body after the agreement became effective and requires a change to conform to the statute. If the Sheriff takes immediate action due to "exigent circumstances" or "legislative action" as noted above, this Article does not limit the Union's rights before the State Employment Relations Board.

In the event the Sheriff finds it necessary to implement change(s) during the term of this contract to a mandatory subject of bargaining, and such changes are not otherwise specifically addressed in a provision of this contract, the Sheriff shall notify the Union of the proposed change(s). The Union may, within ten (10) calendar days of such notice, submit a written demand to bargain the effects of the implementation of the changes affecting members of the bargaining unit unless such changes are specifically addressed in a provision of this contract.

Section 45.2. Should the Union request negotiations, the parties shall engage in good faith bargaining for a period of not less than five (5) days and not more than ten (10) days. Bargaining shall be conducted by teams consisting of not more than four (4) persons, unless a larger number is mutually agreed to by the Sheriff and the Union.

Section 45.3. If the bargaining teams have not reached agreement by the end of the bargaining

period, the parties will engage in mediation for a period of not more than ten (10) days, or until a resolution is reached or impasse is declared by either party, whichever first occurs. The mediator shall be assigned by the State Employment Relations Board, unless the parties mutually agree on a mediator.

Section 45.4. If the parties have not reached agreement by the end of the mediation period or upon declaration of impasse by either party, the Sheriff may implement its last offer to the Union. If the Sheriff elects to so implement, the Sheriff shall submit the unresolved issue(s) to arbitration. In the alternative, the Sheriff may elect to submit the unresolved issue(s) to arbitration and maintain the status quo until the arbitration award is issued. The arbitrator shall be selected and the hearing conducted in accordance with the provisions outlined below. If the Sheriff elects to maintain the status quo pending arbitration and the Union then elects to decline arbitration of the dispute, the Sheriff may implement its last offer to the Union.

Section 45.5. If the Sheriff does not refer the unresolved issue(s) to arbitration, the Sheriff shall maintain the status quo and shall have no authority to implement the changes which were the subject of negotiations.

Section 45.6. Once the Sheriff elects to submit the unresolved issues to binding arbitration, the parties shall be confined to a choice of the last offer of each party on each issue submitted.

A. Arbitrator. An arbitrator may be chosen by mutual agreement, or absent mutual agreement, by soliciting a list of seven (7) arbitrators who are a resident of the state of Ohio from the State Employment Relations Board. The Union and the Sheriff will select an arbitrator from the list by alternate striking of names, and the arbitrator will be notified of his or her selection within five (5) days of the receipt of the list.

B. Arbitration Guidelines. The following guidelines shall apply to arbitration proceedings under this Article:

1. The parties shall arrange for an arbitration hearing to be held no later than twenty (20) days after the selection of the arbitrator. No later than five (5) days before the arbitration hearing, each of the parties shall submit to the arbitrator and the opposing party a written report summarizing the unresolved issue(s), each party's final offer as to the issue(s), and the rationale for their position(s).

2. At the arbitration hearing, the arbitrator may hear testimony from the parties and accept other evidence relevant to the issues in dispute.

3. After the hearing, the arbitrator shall resolve the dispute between the Sheriff and the Union by selecting, on an issue-by-issue basis, from between each of the party's final offers, taking into the consideration the following:

   a. Past agreements between the parties;
   b. Comparison of the issues submitted to arbitration and each party's final offer as

to each issue with the wages, hours, and terms and conditions of employment generally prevailing in police departments of similar size operating under similar circumstances;

c. The interests and welfare of the public, the ability of the Sheriff to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;

4. The lawful authority of the Sheriff;

5. The stipulation of the parties;

6. Such other factors as may be relevant to the arbitrator's decision.

C. Within thirty (30) calendar days of receipt of the arbitrator's decision, the Sheriff shall either: 1) implement the modifications in the conditions of employment in accordance with the arbitrator's decision; or 2) abandon the proposed changes in the conditions of employment and maintain or revert to the status quo.

D. Arbitration Costs: The cost of the arbitration procedure shall be paid equally between the parties, however, each party to be responsible for its own attorney's and/or consultant's fees.

ARTICLE 46
WAIVER OF STATE CIVIL SERVICE AND RELATED LAWS

Section 46.1. Except as may be expressly provided for in this agreement, Sections 9.44, 124.01 through 124.387, 124.39 - 124.56, 325.19, and 4111.03 of the Ohio Revised Code, the Ohio Administrative Code Chapter 123 and any other civil service provisions related to a matter generally addressed within this agreement, shall not apply to employees within the bargaining units. Rules, regulations and orders, where such does not conflict with an express provision of this agreement, shall continue to apply to bargaining unit employees in accordance with Article 15—Rules and Regulations. Further, Section 124.388 and 124.57 ORC shall continue to apply to bargaining unit employees.

Section 46.2. Except as provided in Article 12 – Grievance Procedure, it is expressly understood that the Ohio Department of Administrative Services and the Ohio Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

Section 46.3. For purposes of example, and in no way to be construed as all inclusive or a limitation of Sections 1 and 2 above, in accordance with the provisions of 4117.10 (A) ORC, the following contract articles and/or sections thereof specifically supercede and/or prevail over those subjects described in the Ohio Revised Code and/or Ohio Administrative Code, as follows:

Contract Article	Supercedes/Prevails Over
Article 17, Layoff & Recall	ORC 124.32, 124.321 through 124.328

	OAC 123:1-41-01 through 123:1-41-23
Article 19, Vacancies	ORC 124.27– 124.32; OAC 123:1-19-01 through 123:1-19-05
Article 20, Probationary Periods	ORC 124.27, OAC 123:1-19-01, 123:1-19-03, 123:1-23-12
Article 24, Hours of Work/Overtime	ORC 4111.03
Article 30, Sick Leave	ORC 124.38 – 124.391, 124.386, 124.391; OAC 123:1-32-05; OAC 123:1-32-07; OAC 123:1-32-08; OAC 123:1-32-09; OAC 123:1-32-10
Article 35, Leaves of Absence	ORC 124.135; ORC 124.38 through 124.39; OAC 123:1-33-02 through 123:1-33-17, 123:1-34-01, 123:1-34-08, 123:1-34-09; 123:1-34-03
Article 36, Vacation	ORC 9.44, 325.19
Article 37, Holidays	ORC 325.19

ARTICLE 47
DURATION OF AGREEMENT

Section 47.1. Duration

A. This Agreement shall be effective the date of ratification and shall remain in full force and effect until midnight June 30, 2014.

B. Subsequent Negotiations, Notice. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than ninety (90) days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt.

C. Termination of Agreement. Should either party desire to terminate this Agreement, they shall give written notice by certified mail to the other party, ten (10) days in advance of the desired termination date which shall not be before the termination date provided for in Paragraph A above.

D. Entire Agreement. The parties acknowledge that the entire understanding and agreement reached by the parties during negotiations after the exercise of that right and opportunity are set forth in this Agreement and in the separate letter(s) of Agreement executed during negotiations.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Ross County, Ohio this 3 day of February, 2012

FOR THE ROSS COUNTY SHERIFF

George W. Lavender Jr., Sheriff

TEAMSTERS LOCAL 284

R. Darren Kempton
Business Representative

Kevin Pierce
Bargaining Committee

Tim Holman
Bargaining Committee

Legislative Authority:

_____

_____

_____

LABOR ATTORNEY:

_____
David Riepenhoff
Downes Fishel Hass Kim LLP

LETTER OF UNDERSTANDING - A

All qualified personnel of the Sheriff's Office (full time personnel) may be hired by various businesses or organizations of the community, with advanced approval of the Sheriff, to work special assignments. Effective immediately upon ratification of the contract payment for said services shall be made by the hiring party at a rate of no less than twenty-five dollars ($25.00) per hour with a two (2) hour minimum. However, the County Fair Board and Education Systems will be exempt from the above mentioned minimums. Effective July 1, 2006, payment for said services to the Education Systems shall be made by the hiring party at a rate of no less than sixteen dollars ($16.00) per hour. Any special details at an event where alcohol is legally available shall be plus rated by an additional three dollars ($3.00) per hour with a two (2) hour minimum.

Whenever time permits (72 hours or more) the Union will post a sign up sheet for all interested personnel. The first thirty (30) hours of sign-up time shall be for bargaining unit members only. A business organization shall be able to request any full time certified unit with the approval of the Sheriff. At no time will a Special deputy be able to be requested by a business or organization to work a paying detail. If a Special Deputy is requested, the detail will be posted as stated above for all full-time certified units first. All details shall be posted except those filled by the hiring parties' special request of a full time certified unit only. Should any employee requested by the hiring party refuse to work or no longer wants to work for the requesting party, such employee shall submit the detail to be posted.