



AGREEMENT BY AND BETWEEN
THE HOCKING COUNTY SHERIFF



AND



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

January 1, 2017 through December 31, 2019

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ARTICLE 1 PREAMBLE

This Agreement is made by and between the Hocking County Sheriff's Office, (hereinafter "Employer"), and the Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter "Union") in relation to the terms and conditions of employment for Bargaining Unit members.

The parties intend the terms of this Agreement to supersede all applicable Ohio Revised Code provisions and their related specifications and to comply with the regulations of Chapter 4117 of the Ohio Revised Code (O.R.C.).

ARTICLE 2 PURPOSE AND INTENT

It is the intent and purpose of the parties to use their best efforts to serve the County of Hocking and the public in general; to achieve better understanding, communications, and cooperation between the County, the Union and its members; to establish the exclusive wages, hours, terms and conditions of employment between the parties which are compatible with the financial resources of the Sheriff, to assure the proper and uninterrupted safety of the citizens; to promote orderly and harmonious employee relations; and to foster an attitude of mutual respect and fair dealing among citizens of the County, the Union, the Employer and the employees.

ARTICLE 3 RECOGNITION**Section 3.1**

The Employer agrees that it has and will continue to recognize the Fraternal Order of Police, Ohio Labor Council, Inc., as the exclusive representative for negotiating wages and salaries, hours of work, and other terms and conditions of employment for full-time employees in the following classifications as certified in SERB Case Numbers 91-REP-09-0208, 91-REP-06-0169, 02-REP-07-0139, 09-REP- 10-0128 and 14-REP-01-0007

Unit A: Included: All full-time sworn Deputies below the rank of Lieutenant in the categories of Deputy-Road Patrol and Deputy Court House Security.

Excluded: All managerial employees, confidential employees, seasonal, casual and part-time employees, Sheriff, employees in the rank of Lieutenant and above and all other employees.

Unit B: Included: All Full-time Lieutenants

Excluded: All managerial employees, confidential employees, casual, seasonal and part-time employees, Sheriff, employees in the rank of Deputy Sheriff and all other employees.

Unit C: Included: All Full-time Clerks and Dispatchers

Excluded: All managerial employees, confidential employees, casual, seasonal and part-time employees, Sheriff, employees in the rank of Lieutenant and above, Deputy Sheriffs and all other employees.

Unit D: Included: Full-time Captains.

Excluded: All managerial employees, confidential employees, casual, seasonal and part-time employees, Sheriff, employees in the rank of Lieutenant and below, Deputy Sheriffs and all other employees.

Section 3.2

It is understood that this Agreement is a multiple unit agreement and that no future obligation exists that would require the parties to engage in multi-unit bargaining.

All Articles of this Agreement shall cover the classifications within the four (4) Bargaining Units unless otherwise excluded by the specific language of this Agreement.

Section 3.3

The parties understand that the relevant statutory dispute resolution procedure contained in Chapter 4117 of the Ohio Revised Code shall apply to the appropriate Bargaining Unit.

Section 3.4

For the purposes of this Agreement, full-time employees shall include those employees who normally work at least forty (40) hours per week for all weeks of the year, excepting vacations, holidays and other time-off as allowed by this Agreement.

Section 3.5

If the Sheriff's Office creates a new position which may be eligible for inclusion within a Bargaining Unit under Chapter 4117 of the Ohio Revised Code, the Sheriff's Office and the Union shall meet to determine the appropriate Bargaining Unit, if any, for the new position. If an agreement can not be reached, the parties shall jointly request the State Employment Relations Board to resolve this issue.

ARTICLE 4 ENTIRE AGREEMENT

Section 4.1

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, agree that the other shall not be obligated to bargain collectively with respect to any matter or subject referred to, or covered in this Agreement. With respect to any matter or subject not referred to or covered by this Agreement, the provisions of applicable law shall prevail

ARTICLE 5 GRAMMAR

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

ARTICLE 6 HEADINGS

It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article nor effect any interpretation of any such Article.

ARTICLE 7 CONFORMITY TO LAW**Section 7.1**

This Agreement shall be subject to and subordinated to any present and future federal or state laws which have the authority to supersede this Agreement. The invalidity of any future law(s) shall not affect the validity of the surviving portions of this Agreement.

Section 7.2

If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

Section 7.3

In the event any one or more provisions of this Agreement is, or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from the remainder of the Agreement and all other remaining parts of this Agreement shall remain in full force and effect. In such event the Employer and the Union will, at the request of either party, within sixty (60) days enter into discussions relative to the particular provisions deemed invalid or unenforceable.

Section 7.4

The provisions of O.R.C. Section 4117.10(A) shall apply to areas not directly covered in this Agreement except that it is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the Bargaining Units.

ARTICLE 8 MANAGEMENT RIGHTS**Section 8.1**

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law upon the Employer or in any way abridging or reducing such authority.

Section 8.2

The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operations of the Employer and all of the employees are vested solely and exclusively with the Employer and/or designated representatives.

Section 8.3

Not by way of limitation, but only to indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to:

- 1) hire and transfer employees;
- 2) discharge, suspend, or discipline employees for just cause;
- 3) determine the number of persons required to be employed, laid off or discharged;
- 4) determine the starting and quitting time and the number of hours to be worked by its employees;
- 5) make any and all rules and regulations;
- 6) determine the work assignments of its employees;
- 7) determine the basis for selection, retention and promotion of employees;
- 8) determine the type of equipment used and the sequence of work processes;
- 9) determine the making of technological alterations by revising either process or equipment, or both;
- 10) determine work standards and the quality and quantity of work to be produced;
- 11) select and locate buildings and other facilities;
- 12) establish, expand, transfer and/or consolidate work processes and facilities;
- 13) transfer or subcontract work in conjunction with other police agencies or with private entities in cases where it would be unreasonable for Bargaining Unit employees to perform such work;
- 14) consolidate, merge, or otherwise transfer any or all of its facilities, property, process or work with or to any other County agency or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work, terminate or eliminate all or any part of its work or facilities, upon consultation with the FOP/OLC.

Section 8.4

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

Section 8.5

To the extent that the above rights are limited by the express terms of this Agreement, and to the extent that the exercise of these rights are in violation of such express terms of this Agreement, the grievance and arbitration procedures in this Agreement are applicable.

ARTICLE 9 UNION BUSINESS**Section 9.1**

For the purpose of representation within the Sheriff's Office, the FOP/OLC shall be entitled to one (1) steward and one (1) alternate in each unit described in the recognition article of this Agreement to handle grievances and other legitimate FOP/OLC business. Where the primary steward is absent, the alternate from the FOP/OLC shall process the grievance.

Section 9.2

A FOP/OLC steward will be permitted time off with regular pay to be present at grievance or disciplinary hearings, and will be permitted reasonable time during scheduled duty hours without loss of pay or benefits to investigate and process grievances provided such activity does not interfere with the performance of said employee's normal duties. The County work duties shall at all times be the primary concern of said employee. In no event shall a FOP/OLC steward receive overtime or call-in payment to conduct grievances or FOP/OLC business. Permission to investigate and/or process a grievance or attend a disciplinary hearing shall not be unreasonably denied. Sheriff's office equipment may be reasonably used to investigate and process grievances.

Section 9.3

FOP/OLC Officers shall inform the County of the names, addresses and phone numbers of the current employees/stewards no more than seven (7) calendar days after any changes.

Section 9.4

The County shall furnish space on a bulletin board for FOP/OLC use in the Sheriff's Office. The FOP/OLC shall use this board for posting of notices pertaining to recreational and social activities, FOP/OLC meetings notices, grievances and legislative enactments and judicial decisions affecting public employee labor relations and any/all other related material(s). The FOP/OLC shall not post any materials which are defamatory, or use

profanity or that which otherwise is intended to disparage or hold any member of the County, County Employee or elected official in disrepute. The bulletin boards shall not be used to publicize, advertise or put forth a position(s) or endorsement(s) for any candidate, political party or issue set for election by the public.

Section 9.5

The FOP/OLC shall be permitted, upon prior written notification to the Sheriff, to place a ballot box at the Sheriff's Office for the purpose of collecting members' ballots on all FOP/OLC issues subject to ballot. Such Ballot box shall be not be in a public place during use and when not in use must be put up in storage.

Section 9.6.

The FOP/OLC negotiating Committee shall consist of no more than four (4) employees. Members of the Committee shall be permitted to attend any negotiation session without loss of pay if such session is held during the committee member's regular scheduled hours of work. A negotiating committee member shall return to the member's regular assignment if the session ends before the end of the regularly scheduled shift.

Section 9.7

The Employer agrees to deduct from the wages of any employee, who is a member of the FOP/OLC and has signed a dues deduction card, membership dues and fees. The FOP/OLC will notify the County in writing, of the dues and fees it charges and its current membership. The FOP/OLC will update membership information as needed. A one-month advance notice must be given to the payroll clerk prior to any change in dues deductions. All dues collected shall be submitted once each month to the FOP/OLC person designated in writing by the FOP/OLC.

The Employer shall be relieved from making individual dues deduction payments to the FOP/OLC when a member:

- A. resigns or is separated from Employer employment;
- B. is laid off from Employer employment;
- C. provides written revocation of dues deduction authorization submitted by the employee to the Employer;
- D. is on an unpaid leave of absence when the dues deduction would otherwise be due;
- E. at any time when dues are otherwise due, fails to receive sufficient wages to make all legally required deductions in addition to the deduction of FOP/OLC dues, provided that all member's dues shall thereafter be deducted in the first available pay period in which the member has sufficient wages to make the dues deduction in addition to all legally required deductions;
- F. when the employee is no longer in the bargaining unit.

Section 9.8

It is agreed that neither the bargaining unit member nor the FOP/OLC 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 forty five (45) days after the date such an error is claimed to have occurred. If an error is found to have occurred, it will be corrected at the next pay period that dues would normally be deducted.

Section 9.9

Any employee who is not a member of the FOP/OLC shall pay the FOP/OLC, through payroll deduction, a fair share fee for the duration of this Agreement. This provision shall not require any employee to become or remain a member of the FOP/OLC, nor shall the fee exceed the dues paid by the members of the FOP/OLC in the same bargaining unit. The FOP/OLC is responsible for notifying the Employer of the proportionate amount, if any, of its total dues and fees that was spent on activities that cannot be charged to the fair share fees of non-members during the preceding year. The amount of fair share fees required to be paid by each non-member employee in the unit (during the succeeding year) shall be the amount of the regular dues paid by employees in the unit who are members of the FOP/OLC less each non-member's proportionate share of the amount of the FOP/OLC's dues and fair share spent on activities not chargeable to such fair share during the prior year. The FOP/OLC agrees to provide annually to the Employer, a copy of the fair share fee rebate procedure.

Section 9.10

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of provisions of this Article. The FOP/OLC hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made pursuant to this Agreement. Once the funds are remitted to the FOP/OLC, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP/OLC. The parties agree and understand that if an employee(s) files an action(s) against the Employer and/or the County and/or the FOP/OLC regarding the deductions made under this Article, the deductions for those employees shall be deposited in a interest bearing escrow account until disposition is determined.

Section 9.11

One member of each of the Bargaining Units shall be permitted one (1) day off with pay in order to attend the State Conference of the FOP/OLC. Such leave shall not interfere with the normal operations of the Employer. Request for such leave must be made to the Sheriff at least fourteen (14) days in advance.

ARTICLE 10 NON-DISCRIMINATION**Section 10.1**

The and the FOP/OLC agree not to discriminate against any employee with respect to Sheriff compensation, terms or conditions of employment because FOP/OLC membership or non-membership. Management's use of bona fide occupational qualifications in accordance with job characteristics shall not be construed as discrimination.

The Employer agrees not to interfere with the desire of any employee to become or remain a member of the Union, or restrain or coerce employees in the exercise of the rights guaranteed in O.R.C. 4117.

Nothing herein shall be construed to prevent or preclude the Employer from disciplining an employee for lack of performance or inability to perform assigned tasks.

Bargaining unit employees shall not be subject to any threat or reprisal for using the grievance procedure provided herein or for seeking information relative to any grievance.

ARTICLE 11 NO STRIKE/NO LOCKOUT**Section 11.1**

The Employer and the Union agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the Union to avoid work stoppages and strikes.

Neither the Union nor any member of the Bargaining Unit, for the duration of this Agreement shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted sick leave, work stoppage, or other unlawful interference with the normal operations of the Employer. A breach of this Article shall be sufficient grounds for discipline.

The Union shall at all times cooperate with the Employer in continuing operations in a normal manner and shall actively discourage any attempt to violate this Article. In the event of a violation of this Article, the Union shall promptly notify all employees in a reasonable and expeditious manner within a twenty-four hour period that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer is in violation of this Agreement; is unlawful, and is not sanctioned or approved of by the Union. The Union shall order the employees to return to work immediately.

Section 11.2

The Employer shall not lock out any employees for the duration of this Agreement.

ARTICLE 12 EMPLOYEE'S RIGHTS

Section 12.1

The provisions of this article shall be followed whenever a bargaining unit member is suspected of action or inaction which could result in disciplinary action. The bargaining unit member has the right to the presence and advice of a union representative and at all stages of the disciplinary process. The unavailability of a union representative within a reasonable period of time is not grounds to postpone or reschedule a disciplinary hearing or other aspect of the process. However, an employee shall be given an opportunity to contact a FOP/OLC Representative for the purpose of representation.

A member shall be informed of the nature of the investigation (whether disciplinary or criminal).

When a bargaining unit member is under formal department investigation for criminal charges, illegal offenses, or a violation of work rules or of the terms of this Agreement, the member shall cooperate in the investigation and answer all questions relevant to the investigation. Prior to any interviews for alleged criminal charges, the member shall be given Miranda rights and be allowed to consult with an attorney who is available within a reasonable amount of time. If, after being provided Miranda warning, the member refuses to answer questions, the member may be ordered to do so. Prior to ordering a bargaining unit member to answer questions, the member must be given Garrity rights, assuring them that their answers will not be used against them in criminal prosecution. If, after having been provided Miranda and Garrity rights, a member still refuses to answer questions, the member may be disciplined, up to and including discharge, for insubordination. However; before a member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, the member shall be advised that such conduct, if continued may be made the basis for such a charge.

Questioning or interviewing a bargaining unit member in the course of an internal or external investigation will be conducted in hours reasonable related to the member's shift, unless operational necessities require otherwise. Questioning shall be for a reasonable period of time and shall allow the member periodic rest periods and snack and a bathroom break.

Section 12.2

A member shall have the right, upon request, to review any and all of the contents of his or her personnel files. Any such request shall be honored within a reasonable period of time. Requests for copies of items included in the file shall also be honored within a reasonable period of time.

A bargaining unit member shall not be coerced, intimidated or suffer any reprisals, either directly or indirectly, that may adversely affect the member's hours, wages or working conditions, as a result of filing a grievance over any discipline imposed against the member.

Section 12.3

Citizen complaints, including anonymous complaints, against a bargaining unit member that are reduced to writing shall be provided to the member. When an anonymous complaint is made against a member and there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded and the accused member shall not be required to submit a written report.

Section 12.4

Whenever a member receives any written disciplinary action that will appear in the member's file, the member shall, upon request, be provided a copy.

Section 12.5

Upon completion of an investigation of a complaint against an employee, the employee shall be notified.

Section 12.6

In the course of questioning, a member may be given polygraph/ C.V.S.A examination if ordered by the Sheriff. Normally, discipline shall not be based solely on the basis of a polygraph / C.V.S.A. exam, unless the polygraph / C.V.S.A. exam is the only way to competently investigate a matter (he said/she said/denial and no witness).

If a member still refuses to submit to a polygraph/C.V.S.A examination, the member may be disciplined, up to and including discharge, for insubordination. However; before a member may be charged with insubordination or like offense for refusing to submit to a polygraph/C.V.S.A examination, the member shall be advised that such conduct, if continued may be made the basis for such a charge.

ARTICLE 13 GRIEVANCE PROCEDURE**Section 13.1**

Every member shall have the right to present a grievance according to the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal. except at Step 1, the member shall have the right to be represented by a person of choosing at all stages of the Grievance Procedure.

If the employee chooses not to be represented by the Union's authorized representative then a waiver will be signed waiving all liability. It is understood, however, that this Agreement is between the Employer and the FOP/OLC as the exclusive agent for members of the bargaining unit and the civil service laws contained in Revised Code Chapter 124 Sections 124.01 through 124.56 shall not apply to members in the bargaining unit. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to members in the bargaining unit.

It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 13.2

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

- a) Grievance: A “grievance” shall be defined as a dispute or controversy arising from only the misapplication or misinterpretation or compliance with the specific and express written provisions of this Agreement.
- b) Grievant: The “grievant” shall be defined as any employee or group of employees within the Bargaining Unit.
- c) Party in Interest: A “party in interest” shall be defined as any employee of the Employer named in the grievance who is not the grievant.
- d) Days: A “day” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or holidays, as provided for in this Agreement.

Section 13.3

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

- a) Except at Step 1, all grievances shall include:
 - the name and position of the grievant;
 - a statement of the provision(s) of this Agreement on which the grievance is based;
 - the time and place where the alleged events or conditions giving rise to the grievance took place;
 - the identity of the party responsible for causing the grievance, if known to the grievant;
 - a general statement of the grievance and the redress sought by the grievant.
- b) Except at Step 1, all decisions and appeals shall be rendered in writing. Each decision shall be transmitted to the grievant.
- c) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration and having said matter informally resolved without the intervention of the Union, provided that the resolution is not inconsistent with the terms of this Agreement. If the grievance is resolved without a formal written grievance being filed pursuant to this Article, the resolution shall be binding upon the grievant and shall, in all respects, be final. However, this informal resolution shall not create a precedent or ruling binding upon the Employer in future proceedings.

- d) The grievant may be represented by an authorized representative of the Union, or his/her own representative at any step of the grievance procedure after Step 1.
- e) The existence of this Grievance Procedure shall not be deemed to require any employee to pursue the remedies provided herein and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy, other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure. It is understood, however, that the State Personnel Board of Review shall have no jurisdiction with respect to any Bargaining Unit member.
- f) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically proceed to the next step in the grievance procedure. The time limits specified for either party may be extended only by written mutual agreement.
- g) Employees receiving written reprimands may avail themselves of the procedures contained in this Article up to and including Step 3, except that such grievance shall not proceed to arbitration as otherwise provided in this procedure. The decision of the Sheriff shall be final and not appealable.
- h) Suspensions of less than three (3) days are subject to the procedures contained in this Article.
- i) Grievance representatives who are on duty are entitled to a reasonable amount of time to prepare grievances. The Union understands that this right is subject to the operational needs of the Employer. The Sheriff or designee may require grievance representatives to return to their work assignments if necessary.
- j) This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.
- k) Probationary employees shall not have the right to utilize the provisions of the grievance procedure for the purpose of grieving probationary removals, demotions, or any other actions.

Section 13.4

All grievances shall be administered in accordance with the following steps:

- Step 1:** Employees who believe they may have a grievance shall notify their supervisor or the Captain of the possible grievance within ten (10) days of the occurrence of the facts giving rise to the grievance. The supervisor or the Captain will schedule an informal meeting with the employee within ten (10) days of the notice to the Employer. The issue in dispute will be discussed with the objective of resolving the matter informally. The supervisor, the Captain or employee may request that a Union Associate attend the meeting with the employee.
- Step 2:** If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the employee and presented as a grievance to the supervisor or the Captain within ten (10) days of the informal meeting or notification of the supervisor's or Captain's decision at Step 1, whichever is later, not later than ten (10) days from the date of the meeting if the supervisor fails to give the employee an answer. The supervisor or Captain shall give an answer within ten (10) days of the meeting.
- Step 3:** If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Sheriff or Chief Deputy within ten (10) days from the date of the rendering of the decision at Step 2. Copies of the written decision shall be submitted with the appeal. The Sheriff or Chief Deputy or designee shall meet with the grievant within ten (10) days of receipt of appeal. The grievant may attend the meeting alone or with a representative, at the grievant's choosing, and any other person necessary to provide necessary information. The Sheriff or Chief Deputy or designee shall issue a written decision to the employee and the representative within ten (10) days from the date of the meeting. The grievant may proceed to arbitration if not satisfied with the decision at Step 3.
- Step 4:** In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, then within ten (10) days after the rendering of the decision at Step 3, the grievant may submit the grievance to arbitration.

At any step of this grievance procedure, the Labor Council shall have the final authority in respect to any aggrieved member to decline to process further a grievance, if in the judgment of the Labor Council, such grievance lacks merit or justification under the terms of this agreement, or has been adjusted or rectified under the terms of this agreement to the satisfaction of the Labor Council. No provision in the agreement shall

be interpreted to require the Labor Council to represent a member in any stage of the grievance procedure if it considers the grievance to be without merit or in contradiction of any law or regulation.

If the Labor Council determines that the grievance should be arbitrated, then within this ten (10) day period, representatives of the Employer and the Labor Council will attempt to mutually agree upon an arbitrator. If the representatives are unable to agree upon an arbitrator, a list of nine (9) arbitrators shall be requested from Federal Mediation and Conciliation Services.

Section 13.5

The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The Arbitrator shall not decide more than one grievance on the same hearing day(s), except by mutual written agreement of the parties. This arbitration is limited to those grievances arising from the misinterpretation or misapplication of the specific and express written terms of this Agreement.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing 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 alleged grievance is arbitrable, the alleged grievance shall be heard on its merits before the same Arbitrator. The Arbitrator shall reduce the award to writing and state the reasons for reaching the decision.

The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

The fees and expenses of the Arbitrator and the cost of the hearing room, if any, will be borne equally by the parties. Expenses for witnesses, if any, shall be borne by the party calling the witness. The fees for a court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter or request a copy of the transcript.

An employee requested to appear at the arbitration hearing by either party and whose presence is necessary shall attend without the necessity of subpoena. Any request made by either party for the attendance of witnesses shall be made in good faith and at no time shall the number of employees in attendance exceed three (3) employees. It is agreed that the calling of witnesses shall not interfere with the operations of the Employer.

The Arbitrator's Decision and Award will be in writing and delivered within thirty (30) days from the date the record is closed. The Decision of the Arbitrator shall be final and binding upon the parties.

Section 13.6

The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent members of the Bargaining Unit during the exercise of their rights as provided by the Grievance and Arbitration procedure contained in this Agreement.

Section 13.7

Either party may request, in writing, a pre-arbitration hearing at least 14 (fourteen) days prior to the scheduled date of an arbitration hearing. Either party may make a written request of the other party at least 14 (fourteen) days in advance of an arbitration hearing for a list of documents to be used in the arbitration hearing and a list of witnesses and their expected testimony for the arbitration hearing.

ARTICLE 14 SICK LEAVE**Section 14.1 Uses**

Sick leave shall be defined as an absence with pay necessitated by:

- (1) illness, injury, or pregnancy-related condition of the employee;
- (2) exposure by the employee to contagious disease communicable to other employees
- (3) serious illness, pregnancy, or injury in the employee's immediate family, where the employee's presence is reasonably necessary;
- (4) examination, including medical, psychological, dental or optical examination of the employee or a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary;
- (5) birth or adoption of a child; placement of a child for foster care in the employee's home.

Section 14.2 Accumulation of Sick Leave

All full-time employees shall earn and accumulate sick leave at the rate of 4.6 hours for each completed biweekly pay period Sick leave credit shall not accrue during any unpaid leave or layoff. In addition, sick leave shall not accrue while a member is utilizing sick leave or is utilizing paid FMLA leave.

Sick leave may not be used in segments of less than one (1) hour.

Section 14.3 Proof of Illness

After three (3) occurrences of sick leave use in a calendar year employees shall be required to submit a physician's statement attesting to the legitimacy of their use of sick leave. Sick leave used for FMLA leave, bereavement leave and instances where a physician's statement is provided shall not be considered an occurrence.

If the Employer disputes a sick leave request, it may order an employee, prior to and as a condition of returning to duty, to be examined by a physician designated and paid for by the Employer. The examination would be to establish that the employee is not disabled from the performance of normal duties that the employee is able to perform the material and substantial duties of the position, and/or that return to duty will not jeopardize the health and safety of other employees.

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

Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action. Disciplinary action may be taken against an employee who falsifies any sick leave documentation.

Where sick leave in excess of three (3) days is requested to care for members of the immediate family, the Sheriff may require a physician's certificate or statement to the effect that the presence of the employee was necessary to care for the ill family member.

Section 14.5 Immediate Family Defined

Where the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to include the employee's spouse, sister, brother, children or parents, step-parents, step-siblings, step children, grandparents, grandchildren, mother-in-law and father-in-law.

Section 14.6 Compensation

When sick leave is used, it shall be deducted from the employee's sick leave credit on a basis of one (1) hour for every hour of absence from previously scheduled work. Compensation shall be made at the employee's current rate of pay. Payments shall be made with the employee's regularly scheduled pay-days as determined by the Sheriff.

Section 14.7 Notification by Employee

An employee who is unable to work shall notify his/her immediate supervisor or the communications specialist as soon as possible, but not later than two (2) hours before his/her scheduled work time on the first day of absence and each day thereafter, unless circumstances prevent such notification.

Section 14.8 Leave of Absence/Light Duty

If illness or disability continues past the time covered by earned sick leave, the employee, at his/her option, shall be granted use of earned vacation time or an unpaid leave of absence. If a return to work is possible under light duty conditions, such assignment can be made at the discretion of the Sheriff.

Section 14.9 Sick Leave Conversion Upon Retirement.

Upon retirement from active service with the County, an employee with ten (10) or more years of service with the state, and political subdivision, or any combination thereof, shall be paid in cash for one-fourth (25%) of the value of the employee's accrued but unused sick leave credit. The payment shall be based on the employee's rate of pay at the time of retirement. The maximum aggregate payment shall not exceed the value of two-hundred forty (240) hours of accrued but unused sick leave.

Section 14.10 Catastrophic Sick Leave Donation Program

A catastrophic sick leave program is established to assist employees who are placed on a leave of absence due to an accident or long-term illness not job related, and who will exhaust all other available paid leave. The program is available for use for illness or injury of the employee or the employee's immediate family as set forth in Section 14.5 where the employee's presence is reasonably necessary as set forth in Section 14.1. This program neither supersedes nor replaces other disability programs.

The Catastrophic Sick Leave Donation program can be utilized only if all of the following conditions are met:

1. The Sheriff has determined that the injury or illness is catastrophic. The Sheriff has final determination and such determination is not appealable to the grievance procedure.
2. A doctor approved by the Employer certifies that a long-term medical injury or illness exists.
3. The injury or long-term illness must require the employee to take at least thirty (30) days off.
4. The employee must have worked for the Employer for at least one continuous year prior to the illness or injury.
5. The employee shall not have been disciplined for sick leave abuse.
6. Prior to receiving a sick leave donation, the employee must have exhausted all paid time off, including sick leave, compensatory time, and vacation time. An employee who is utilizing donated sick leave and who also has any unused hours of FMLA leave will be required to utilize those unused hours concurrently with the use of donated sick leave hours.
7. All sick leave donations are voluntary.
8. Unless otherwise approved by the Sheriff, up to ninety-six (96) total hours per catastrophe can be donated by an employee. An employee receiving sick leave donations may receive a maximum of two hundred eighty-eight (288) hours of time for any one catastrophic illness or injury.
9. Sick leave hours received shall be converted to fractional hours based upon their "hourly value" as calculated by the recipient's rate of pay.
10. Any donation of sick leave by employees to this program shall not count as a "use" of sick leave.

Section 14.11 Minimum Sick Leave Bank

For purposes of this Article, an employee may not reduce their sick leave bank below three hundred eight-four (384) total hours.

Section 14.12 Excess Sick Leave Accruals and Conversion

An employee shall receive payment in December of each year as set forth in Section 14.13 for all accumulated hours in excess of nine hundred and sixty (960) hours based upon one (1) hour of payment at the employee's then current rate of pay for every three (3) hours of sick leave in excess of nine hundred and sixty (960) hours. An employee will not be allowed to convert any hours under this Section that would result in an accumulated "bank" of less than nine hundred and sixty (960) hours.

Any employee who has an accumulated sick leave balance in excess of nine hundred and sixty (960) hours as of the effective date of this Agreement shall receive payment for such hours on the basis of one (1) hour for every three (3) hours in excess of nine hundred and sixty (960) hours. The timing of the initial conversion payments under this Section shall be established by the Employer.

No form of leave, (sick leave or otherwise), shall accrue while an employee is on FMLA leave.

Section 14.13. Sick Leave Cash Out

Any full-time employee who has three (3) or less occurrences of sick leave usage from November 1 of any given year to October 31 of the immediate following year may cash out twenty-four (24) hours of sick leave at the employee's current regular hourly rate.

Any qualified employee wishing to cash out accrued but unused sick leave must submit a request in writing to the Sheriff no later than the end of the first week of November for inclusion in the last pay period in December of that year.

Section 14.14 Family Medical Leave

Family Medical Leave will be administered according to the Ohio and Federal Law.

ARTICLE 15 LEAVE OF ABSENCE/MILITARY LEAVE**Section 15.1 Leave of Absence**

The Employer may grant a leave of absence without pay to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond six (6) months.

The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer sixty (60) days prior to commencement of the desired leave so that the various agency functions may proceed properly.

If a leave of absence is granted for a specific purpose and it is discovered that the leave is not being used for such purpose, the Employer may cancel the leave and direct the employee to report to work.

Section 15.2 Military Leave

An employee who, as a member of the Ohio National Guard, the Ohio Defense Corporation, the Ohio naval Militia, or as a reserve member of the Armed Forces of the United States, is called upon to receive military training or who is called to active duty, shall be entitled to a leave of absence with pay for a period or periods not to exceed twenty-two (22) eight (8) hour work days or one hundred seventy six (176) hours in any one (1) calendar year. An employee qualifying for paid military leave who is called or ordered to the uniformed services for longer than the above period shall be paid for the remaining time beyond the first twenty-two (22) eight (8) hour work days or one hundred seventy six (176) hours at his or her regular compensation rate less whatever compensation the employee may receive for such military service. If the employee's military compensation exceeds the compensation the employee is otherwise entitled to from the Employer, the employee will not be entitled to any additional compensation.

Employees are required to submit to the Employer an order or statement from the appropriate military commander of evidence of such duty. Employees who are members of those components listed in this Section will be granted emergency leave for mob, riot, flood, civil defense or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized military leave for the year. The leave will cover the official period of the emergency.

ARTICLE 16 FUNERAL LEAVE

Section 16.1

Employees shall be granted funeral leave time off with pay which shall be charged against sick leave, as follows:

- a) In the event of the death of a spouse, child, grandchild, step-child, parent or step-parent, five (5) days; and
- b) In the event of the death of a brother, step-brother, sister, step-sister, or a current grandparent, or a current mother-, father-, sister-, brother-, daughter- or son-in-law, three (3) days.

Funeral leave shall be charged against sick leave except that in case of a death covered in paragraph a) above, three (3) of the five (5) days shall not be charged against sick leave or any other form of leave, and except that in case of a death covered in paragraph b) above, one (1) day shall not be charged against sick leave or any other form of leave.

Employees will be permitted, with proper authorization, to take additional days for funeral leave when necessary which shall be charged against accumulated sick leave.

Sick leave that is used for funeral leave purposes pursuant to this Article shall not contribute to, or be considered sick leave abuse or patterned sick leave use.

ARTICLE 17 PERSONAL LEAVE

Section 17.1

All employees shall be granted fifty (50) hours of personal time per year to be placed in the compensatory time bank and used as compensatory time (30 hours for personal leave, 10 hours for birthday and 10 hours for Police Memorial Day) per calendar year.

Section 17.2

Should, during the life of this Agreement, the Sheriff’s office move away from ten (10) hour shifts, the parties agree to re-open is Article 17 for further discussion.

ARTICLE 18 VACATION

Section 18.1 Definitions

- 1) “Vacation leave” means leave with pay granted to full-time employees of the Bargaining Unit as a reward for satisfactory service and as an incentive for future service. Vacation leave is earned in each anniversary year and is expected to be used prior to the employee’s next anniversary date.

- 2) “Continuous employment” means, for purposes of vacation leave, an employee’s period of employment with the County including authorized leaves of absence and/or periods when the employee is laid off due to a reduction of employees in the Bargaining Unit provided however, such layoff time does not exceed one (1) year. Should the layoff period exceed one (1) year, the rehiring of such employee shall constitute a new period of employment for purposes of continuous service with the County. The period of layoff or authorized leaves shall not be considered as a break in service, however, time spent on leave or layoff shall not be credited towards continuous service except as specified above.

Section 18.2 Accrual Rate

Use of vacation leave shall be subject to the approval of the Sheriff. Employees shall accrue vacations according to the following schedule:

Completed Years of Service	Hours accrued
One (1) year to Five (5) years	80 hours
Six (6) years to Ten (10) years	120 hours
Eleven (11) years to Fifteen (15) years	160 hours
Sixteen (16) years to Twenty (20) years	200 hours
Twenty one (21) years to Twenty-five (25) years	240 hours
Greater than twenty-five years	280 hours

Section 18.3 Use of Vacation Hours

Employees who accrue eighty (80) hours or more of vacation time will be permitted to use it in either forty (40) hour blocks or in increments of eight (8) / ten (10) hours, depending on the employees work hours.

Employees will be limited to taking no more than two (2), forty (40) hour blocks in succession, without prior approval from the Sheriff..

Section 18.4 Vacation Carry-over

An employee may carry over earned vacation leave for a period not to exceed three (3) years from the employee's anniversary date. Vacation credit in excess of three (3) years will be eliminated.

Section 18.5

Vacation shall not be granted in increments of less than eight (8) hours in duration. Requests for vacation shall be made in writing by the employee to the Sheriff to determine if accrued time is equal to time requested. This request shall normally be made seven (7) days prior to the first day of the work schedule in which the vacation is being sought. Exception to the time limit may be requested and may be granted by the Sheriff or designee. Requests shall not be unreasonably denied if sufficient manpower exists.

Section 18.6

Requests for vacation shall be submitted between January 1 and February 1 of each year and shall be scheduled according to seniority. Requests turned in after February 1 may be approved on a first-come, first-served basis. Vacation shall be scheduled in such a manner as not to interfere with the efficient operation of the Office.

Section 18.7

When any employees resign from the Sheriff's Office they shall be paid for all earned but unused vacation as limited by Section 16.4.) Vacation payment shall not be paid when an employee is granted an unpaid leave of absence.

Section 18.8

Generally no more than one (1) Bargaining Unit member per shift may be on vacation at any one time. The Sheriff or designee has the discretion to allow additional Bargaining Unit members to utilize vacation leave.

Section 18.9 "Cash in" Vacation Time

Employee(s) shall be allowed to "cash in" up to eighty (80) hours of unused vacation time per calendar year. Employee may submit written request for vacation reimbursement any time between January 1 and the last pay period in November of each year.

ARTICLE 19 MEDICAL INSURANCE**Section 19.1**

As additional compensation for employees covered by this Agreement, the Employer will pay the medical insurance premiums on the existing medical insurance plan, which is subject to the provisions of this Article. The Employer shall pay the equivalent of the single plan coverage on behalf of all employees covered by this Agreement.

The Employer shall pay ninety percent (90%) of plans above single plan coverage. Insurance costs are subject to change but the percentage the Employer covers shall remain the same.

Section 19.2

The selection of the insurance carrier shall be the sole discretion of the Employer. The Employer shall provide employees with a copy of the insurance policies.

Section 19.3

The Union understands and agrees that any increases in the premium rates for health, medical, and related insurance premiums shall be a factor considered in the total economic proposals for successive negotiations. Any rate increases which may be implemented during the period of this Agreement shall also remain subject to the wage negotiations of subsequent Agreements.

Section 19.4

If employees voluntarily cease health insurance coverage provided by this Agreement, they shall be entitled to an annual lump sum payment of one thousand two hundred dollars (\$1,200.00). Such payment shall be made in the first full pay period in December.

Section 19.5 Health Care Committee

There shall be a Joint Health Care Review Committee composed of representatives of the bargaining units covered by this Agreement and representatives of the County administration. The Committee will determine the number of members. Other unions and other County employees may be invited to participate on this Committee.

The Committee shall meet quarterly or as determined by the Committee. The purpose of the Committee will be to share relevant information regarding health care issues, provide a conduit for the dissemination of information and to review and make recommendations regarding health care plan design, costs and other concerns.

The work and recommendations of the Committee will be shared with the appropriate County administrators and officeholders who have the final responsibility for the design, operation and administration of the Hocking County Health Care Plan.

ARTICLE 20 MEDICAL EXAMINATION**Section 20.1**

Examinations of employees to determine their ability to perform the material and substantial duties of their positions and assignment may be required. Examinations shall be required for employees when ordered by the Employer or designee. Examinations are intended to guard the health and safety of employees and will be ordered as a precautionary measure periodically to ensure the health of employees or when, in individual situations, the Employer has concern for an employee's ability to perform the material and substantial duties of the position.

Section 20.2

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

Section 20.3

If an employee after examination is found to be unable to perform the material and substantial duties of the position, then the employee may utilize accumulated unused sick leave or other leave benefits (including, but not limited to Worker's Compensation, if eligible).

Employees who have been determined by an examination to be unable to perform the material and substantial duties of their position may submit a report or results of an examination by a practitioner of the employee's choosing with the cost borne by the employee or the employee's insurance if applicable.

If the two examinations differ in their conclusions as to the employee's ability to perform the material and substantial duties of the position then the attending examiners shall appoint a third neutral examiner to conduct an examination whose findings shall be considered final and shall not be appealable under the grievance procedure.

Section 20.4

If an employee refuses to go on a leave status or refuses to request paid or unpaid leave, the employer may place the employee on an unpaid leave or disability separation. Such action may only be appealed through the grievance procedure contained in this contract. The employee shall have the right to return to work following submission of satisfactory evidence of ability to perform the material and substantial duties of the position.

The Employer shall have the right to have the employee examined by a practitioner of the Employer's choice. If the results of these examinations differ then the difference shall be subject to the review process of paragraph three (3) of this Article.

The right to reinstatement shall last for a period of two (2) years. If the employee does not return within that period he/she shall be deemed permanently separated.

Section 20.5

Any cost for examinations required by the Employer shall be paid by the Employer. Employees shall have the right to submit examination reports to the Employer which would respond to the questions of an employee's ability to perform the material and substantial duties of the position.

Section 20.6

Medical examinations shall not be used as a form of discipline and information solicited shall be purely job related.

ARTICLE 21 WORK RULES**Section 21.1**

It is agreed and understood that the Employer has the power and authority to promulgate work rules, regulations, and policies not inconsistent with this Agreement. Such work rules, regulations and policies shall be reduced to writing and made available to affected employees to sign off before they are effective as to that employee. Those changes that are three (3) or more pages in length shall be reduced to writing and made available to affected employees who shall be given twenty-four (24) hours from receipt to sign-off before they are effective as to that Employee.

The Employer agrees that such rules, regulations and policies shall be administered in a non-discriminatory manner in relation to their effect on the work force. The Union shall have the right to meet with the Employer to discuss any objections it has to any newly promulgated work rules. Union employee representatives attending such meetings shall not suffer a loss in pay for time spent in such meetings if held during the employee's regular scheduled hours of work.

ARTICLE 22 LABOR-MANAGEMENT COMMITTEE**Section 22.1**

A labor-management committee shall be created and may consist of not more than three (3) Labor Council representatives and three (3) Employer representatives. Meetings may be held under this article at the written request of either party. The party requesting the meeting shall furnish an agenda and the names of the persons who will be attending. OLC Associates attending Labor-Management meetings shall not suffer a loss in pay for time spent in such meetings if held during the employee's regularly scheduled hours of work. Topics that may be addressed in such meetings are concerns about staffing, health and safety, and equipment.

ARTICLE 23 LATERAL TRANSFER AND PROMOTION**Section 23.1 Procedure**

The Employer agrees to fill appointments to positions within the Bargaining Units by posting the vacancy on bulletin board for a period of seven (7) calendar days. Each vacancy notice will specify the hours, location, rate of pay, office, job duties and minimum qualifications. Employees within the agency will have the first opportunity to fill such vacant or newly created position. Any employee wishing to be considered for such vacant or newly created position shall do so in writing to the Sheriff during the posting period. It is understood that "job assignments" or "transfers" are not subject to this Section. They are, likewise, not an event that creates a "vacancy" or a "newly created position." Transfers and assignments are within the operation of Article 8 and generally addressed in policy, including Policy #1002.

Section 23.2 Criteria to be Considered

Determinations as to transfers and promotions shall be solely the responsibility of the Sheriff except that nothing in this Article shall prohibit a member from requesting, in writing, a transfer or promotion to a new or vacant position for which he/she is qualified. When transferring a member covered by this Agreement, the Sheriff or designee shall include in their decision the following criteria:

- (1) The needs of the Office;
- (2) Relevant qualifications;
- (3) Experience and years of service in the police profession;
- (4) Past job performance;
- (5) Special training, skills, or education; and
- (6) Request for transfer

If in the judgment of the Sheriff, two or more members are equally qualified according to the criteria utilized for selection and it has been determined by the Sheriff that the position will be filled by an existing employee, preference shall be given to the member who has the greatest amount of seniority.

Section 23.3 Temporary Filling of Vacancy

Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant or newly created position for up to one hundred – twenty (120) days without following the above procedures. The Sheriff agrees that if a vacant or newly created position needs to be temporarily filled, that a member of the Bargaining Unit shall be used for that purpose. If the Sheriff decides to permanently fill a vacant or newly created position, then the procedures established in Section 23.1 above shall be followed.

Once the selection has been made, the Employer will notify all applicants of the selection.

ARTICLE 24 SENIORITY AND LAYOFF**Section 24.1 Seniority List**

A seniority list shall be established naming all the employees covered by this Agreement, with the employee with the greatest seniority (years of service) listed first. Seniority shall be based upon the employee's date of permanent hire with the Hocking County Sheriff's Office if no interruption or break in service of more than thirty (30) calendar days has occurred. Transfers or reassignments within the Sheriff's Office where no break in service has occurred shall not affect seniority. Seniority, for the purposes of this Agreement, shall be interpreted to mean length of continuous service only. Authorized leaves of absence shall not constitute a break in service. Time spent in unpaid leaves of more than thirty (30) days shall not be credited for seniority.

Section 24.2 Loss of Seniority

An employee shall lose his/her seniority for the following reasons:

1. Retirement
2. Resignation
3. Discharge without the discharge being reversed through the procedures set forth in this Agreement or through legal procedures;
4. Layoff lasting longer than twenty-four (24) months.

Section 24.3 Notice of Layoffs

When the Employer determines a layoff is necessary due to lack of work, lack of funds or a job abolishment, the Employer shall notify the affected employee(s) fourteen (14) calendar days in advance of the layoff or job abolishment.

Section 24.4 Procedure for Layoffs

The Employer shall determine within which classification(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their seniority. Part-time and probationary employees shall be laid off before members of the Bargaining Unit. The employee(s) with the least seniority within the Bargaining Unit will be laid off first.

Section 24.5 Bumping Rights

In the event of a layoff or job abolishment, affected employee(s) will have bumping rights within their respective classification. Upon a layoff, an affected employee may bump an employee with less seniority in the same classification. Employees who are bumped may exercise the same bumping rights with respect to less senior employees in the affected classification. In the event of a layoff or job abolishment, affected employee(s) may also bump an employee with less seniority in a classification(s) which the affected employee previously held at the Hocking County Sheriff's Office, provided they have the required training. Employees who are bumped may exercise the same bumping rights with respect to less senior employees in classifications previously held by the affected employee. Employees who bump into positions shall receive the wage rate commensurate with their new classification.

Affected employee(s) will have five (5) calendar days to exercise their bumping rights.

Section 24.6 Recall List

Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Notice of recall shall be sent to the employee by certified or registered mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee. Employees shall be responsible for keeping the Employer notified, in writing, of any changes in address.

The recalled employee shall have fourteen (14) calendar days following the receipt of the recall notice to notify the Employer of the intention to return to work and shall have fourteen (14) calendar days following the receipt of the recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the notice. If the employee does not respond within fourteen (14) calendar days, (or the later date if specified) the employee shall be deemed to have waived the recall right and will be removed from the recall list.

ARTICLE 25 HOLIDAYS

Section 25.1 Holidays

All full-time employees shall receive the following paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Labor Day	½ Day Christmas Eve
	½ Day New Year's Eve

Employees shall forfeit their right to a paid holiday if they are absent from work on the workday last preceding a legal holiday or the workday next following a holiday unless such absence is for purpose of vacation leave, compensatory time, paid sick leave, hospitalization, leave for death in the immediate family, jury duty, or recovery from surgery, and such leave has been approved by the appropriate authority.

Section 25.2 Holiday Pay

When an employee works a day celebrated as a holiday, as specified above, he/she shall receive, in addition to his/her regularly scheduled hours, (whether eight (8) or ten (10) hours at straight pay), an additional twelve (12) or fifteen (15) hours pay at straight time rates as holiday pay.

Section 25.3 Overtime on a Holiday

If an employee works overtime on a holiday listed in section 25.1 he/she shall receive two (2) times his/her regular rate of pay for every hour he/she works in excess of eight (8) or ten (10) hours on that holiday.

Employees actually on duty during the afternoon shift, generally referred to as second shift will be the only members eligible for holiday pay during the specific holidays of Christmas Eve and New Years Eve.

ARTICLE 26 INJURY LEAVE**Sections 26.1**

Any employee covered under this Agreement who is disabled from performing the material and substantial duties of employment with the Office as a result of bodily injury suffered in the discharge or performance of job duties shall be entitled to receive injury leave at the normal base rate of pay. The bodily injury must be sustained in the line of duty and must not have resulted from accident (an event occurring without one's foresight or expectation) or misbehavior on the part of the employee.

Routine or more usual types of accident injuries are not included under this provision. Some examples of these are as follows: injuries sustained by falls, etc., routine travel or non-emergency travel; slip or fall in a parking lot, or on the premises of a County Building during routine duty operation; any injury incurred by a disobedience of orders or procedure; or any other carelessness under the circumstances of the situation.

Section 26.2

Leave shall be paid for such period of time the employee is actually disabled but for no longer than sixty (60) calendar days. If, after sixty (60) calendar days, the employee is unable to return to regularly assigned duties, the employee may request an extension of injury leave for up to an additional sixty (60) calendar days. The request for an extension will be supported by medical documentation. The Sheriff has sole discretion to grant such extensions considering the facts of the particular case. In no event shall injury leave exceed one hundred twenty (120) calendar days.

Section 26.3

The following conditions shall apply to injury leave:

1. At the time of the injury, the employee shall immediately report any injury to the immediate supervisor or to the Sheriff and shall submit to the Sheriff, within twenty-four (24) hours, a written report as to the nature of the injury with any supporting medical documentation.
2. If the injury sustained requires medical attention, the employee must submit a statement by a physician which shall include a diagnosis and an estimate of recovery time to justify use of injury leave.
3. If the Employer disputes the injury leave request, the employee shall submit to a physical examination conducted by a physician selected and paid for by the Employer.
4. If the physician selected by the Employer disagrees with the diagnosis of the employee's physician, the parties will wait until the Industrial Commission decides the Workers' Compensation Claim. If the claim is allowed, the employee will be credited with injury leave. The decision of the Industrial Commission will be determinative.
5. During periods following the initial filing of the request for injury leave, periods of investigation, disputed claims, or waiting periods, the employee

shall be required to use accumulated sick leave, vacation leave or other accrued leave until injury leave is approved. At the time injury leave is approved the Employer will re-credit the employee’s leave balance in the amount of leave used prior to the granting of injury leave.

- 6. As a condition of receiving injury leave, the employee must apply for Workers’ Compensation Benefits. Any payment from Workers’ Compensation for a covered claim during the time the employee is on injury leave shall be turned over to the Employer.

ARTICLE 27 HOURS OF WORK AND OVERTIME

Section 27.1 Purpose

This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency, improving services, or from establishing the work schedules of employees. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 27.2 Work Period

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

Section 27.3 Overtime

For work actually performed in excess of the hours established for the work period, as designated by the Sheriff, and indicated below, all employees in the Bargaining Unit shall receive one and one half (1½) times the employee’s regular straight time rate as follows:

If the work period is:	Overtime shall be paid for hours actually worked in excess of:
7 days	40 hours
14 days	80 hours
21 days	120 hours
28 days	160 hours

For purposes of this Article, hours actually worked shall include time spent on vacation leave, personal days, and comp time. , but shall not include sick leave. In order to be compensated for overtime under this Article, an employee must have prior approval of the Sheriff or Designee. Payment for overtime shall be made bi-weekly at the same time as the regular bi-weekly paychecks.

Section 27.4 Court Time

For each court appearance while off duty, employees earn overtime for all actual hours in attendance at court but for no less than three (3) hours for such appearance to be paid at

the appropriate rate in accordance with the provisions of this Article. This minimum will not apply when the court time overlaps into the employee's regularly scheduled work hours. Court time shall not apply to court appearances arising from situations outside the official duties or scope of employment with the Sheriff's Office nor to situations that are of a personal nature to the employee.

Section 27.5 Call-In

"Call-in" occurs when the Sheriff or designee specifically requests that an employee return to work after completion of the regularly scheduled shift but before he/she is scheduled to return to work to do unscheduled, unforeseen or emergency work.

When an employee is "called-in", the employee shall earn overtime for the time worked but for no less than three (3) hours to be paid at the appropriate rate in accordance with provisions of this Article.

Call-in pay shall not be provided for:

- 1) Work extending beyond the end of an employee's scheduled shift;
- 2) Work before and continuing into an employee's scheduled shift;
- 3) scheduled training period;
- 4) Departmental meetings which shall be scheduled with twenty-four (24) hour notice where practicable;
- 5) Situations in which officers are summoned back to work to correct errors.

Section 27.6 Pyramiding

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

Section 27.7 Overtime Opportunities

In the event of a vacancy requiring an employee to work overtime, that vacancy shall be first offered to the employees within that classification. Thereafter, if not filled, the vacancy shall be assigned as set forth below or as operational needs require. If the employee(s) accepting overtime work are, at the Employer's sole discretion, unable to either efficiently or adequately perform the work, the Employer may assign the overtime work to those individuals determined necessary to adequately and efficiently perform the work.

(A) Posted Overtime

1. Overtime posted with more than twenty-four (24) hours notice will be filled based on seniority.
2. Bumping rights will expire twenty-four (24) hours prior to the shift requiring overtime. If bumping rights occur then it is the responsibility for the person with more seniority to notify the person they are bumping. Do not use white out or liquid paper to cover up the person's name. Cross it out and then write your name beside it.

3. If the posted overtime is not filled within twenty-four (24) hours of the shift requiring overtime, the sheriff (or designee) will call down the seniority list and fill the overtime opportunity on a first come first serve basis.
4. Once an employee signs up for an overtime opportunity it his/her responsibility to work the overtime or if for some reason they are not able to work the overtime opportunity then it is their responsibility to find someone to work for them. Do not use white out or liquid paper to cover up your name. Cross it out and then initial it, having the person filling the overtime sign beside your name.
5. If an overtime opportunity occurs prior to eight (8) hours but less than twenty-four (24) hours of a shift, then the sheriff (or designee) will utilize a seniority call list to fill the overtime opportunity. If the overtime opportunity is not filled then the sheriff or his designee will utilize Section B of this policy.

(B) Forced Overtime

1. On occasions where overtime is not filled voluntarily and an employee is ordered in to work the following apply.
 - a) If the overtime opportunity occurs within eight hours (8) of the next shift, then the overtime opportunity will be given to the employees on duty when that overtime opportunity occurs, while utilizing the aforementioned seniority list. If no employee on duty wants the overtime then the sheriff or designee will call down the seniority list to fill the position in the same classification as the overtime opportunity.
 - b) If the overtime opportunity is not filled by the on duty personnel or by utilizing the seniority list, then the sheriff (or designee) will call the seniority list in reverse order, in which the less senior employee will fill the overtime opportunity.
 - c) Once the forced overtime position is filled that employee will move to the top of the seniority list for any subsequent forced overtime opportunities which may arise.
 - d) The reverse seniority list will start over on January 1st of every calendar year, unless within the calendar year everyone has been mandated in for overtime.

Section 27.8 Training

There are three classifications for training within the Office of Sheriff. These are “required” training, “approved” training and “authorized” training. Each employee will receive training each year in job related areas or on law enforcement topics. This training will be in addition to yearly firearms re-qualification.

Employees required by the Employer to attend work related classes or training while on duty shall not lose time or pay for attending such classes. Attending required training, as well as the time necessary to commute to and from such training, will be considered overtime and will be compensable as provided for in this Article.

Employee wishing to attend non-required elective training shall submit a request in writing to the Sheriff providing the details of such training. If “approved” the Employee shall be paid straight time for actual hours of attending but shall not receive compensation for the time spent in commuting to and from the approved training. If non-required elective training is not approved but is “authorized”, the Employee shall not receive compensation for such training, commuting time or costs of tuition for attending. Attendance at such matters will require the Employee to use available vacation, personal or compensatory time.

Section 27.9 Posting of Work Schedule

The work schedule assignment shall be posted by the Employer. Any changes made to the employees’ work schedule require the Employer to give the effected employee fourteen (14) days notice of the change. The Employer will not change any employee’s schedule more than two (2) times in a calendar year without the consent of the employee. The Employer agrees that employees’ shifts will not be changed capriciously or as a form of punishment or quasi-punishment without an underlying cause of action.

Section 27.10 Shift Preference

The Sheriff shall be responsible for shift assignments. Each non-probationary employee may submit his/her first and second preference of shift annually during the first two (2) weeks of December. After taking into account the experience on the shifts, job performance, knowledge and skills, special training and expertise and other factors reflecting the operational needs of the department and the community, the Sheriff shall make reasonable efforts to assign employees to shifts requested by the employees.

The Sheriff’s efforts regarding preference will include seniority as one of the factors in reaching assignment decisions. Seniority will not, however, be the determining factor for assignments.

Section 27.11 Compensatory Time

Employees may accrue compensatory time in lieu of overtime at the same rate at which overtime is paid. Employees shall use compensatory time in amounts of not less than one (1) hour increments upon a reasonable period of notice to, and approval by the Sheriff.

Employees will be allowed to accrue compensatory time up to four hundred eighty (480) hours. An employee may carry over unused compensatory time from year to year in a compensatory time bank. Employees will be permitted to cash out earned compensatory time during any pay period during the calendar year. Employees requesting a cash out will do so by filling out the necessary paper work and submitting it to the Sheriff before the end of the pay period. Employees will be limited to cashing out forty (40) hours per pay period.

As a general practice compensatory time leave may not be used in conjunction with any other leave whether vacation, personal time leave, or otherwise including combinations such as vacation leave followed by days off and ending with the use of compensatory time.

Compensatory time leave used in conjunction with other leave is permissible, however, if such combinations are approved in advance by the Sheriff. Where consideration of leave requests requires advance notice of the request for leave, the longer (or longest) notice period will be applied in the consideration of leave combination requests.

When an employee separates from employment with the HCSO, he/she shall be paid for all accrued but unused compensatory time at the time of separation. In the case of separation by death, payment shall be made to the Employee's surviving spouse or estate, as appropriate.

Section 27.12 Canine Assignment

The Hocking County Sheriff's Office Canine(s) shall be the property of the Employer and will be licensed in accordance with all state and local laws. The Employer will provide all food, equipment, insurance and veterinary services for the canine(s) until termination of the program or until retirement of the canine(s). Upon retirement of the canine(s), the Canine Officer will have the opportunity to assume ownership of the retired canine(s) for one dollar (\$1.00), and will assume all financial responsibility for the canine(s). The Employer reserves the right to terminate the program at any time.

The Canine Officer agrees to remain with the Canine Unit for a minimum of five (5) years after initially being assigned to the Canine Unit. Should the Canine Officer be unable to complete the five (5) year commitment, the Employer, the Employee, and the Union will meet to resolve the situation. Should this meeting fail to resolve the problem, the Employee may use the grievance process.

The Canine Officer will be responsible for the care and maintenance of the assigned canine. The canine will live with the officer inside his/her residence and may be kenneled while on the Employee's property. The Employer will be responsible for the cost of kenneling the canine if the Canine Officer is away from home for an extended period, i.e. a period of time in excess of eight (8) hours.

The Canine Officer will be assigned a regular eight (8) hour shift unless an assignment requires the Canine Officer to work overtime. Certain days per month shall be designated as training day(s) during which the Canine Officer and the dog will train with their training group. The Canine Officer will be paid for the training day in the same manner as a regular workday.

The Canine Officer will accumulate compensatory time or overtime pay shall be 1/2 an hour per day that will be used for the care and maintenance of the canine including, but not limited to the cleaning, feeding and caring for the canine during the officer's off duty time. Time to and from the Canine Officer's normal assignment does not constitute any part of his/her shift.

Any work performed on a normal day off other than the care and maintenance of the canine shall be paid at the applicable overtime rate. No compensation will be given until his/her services are requested and the Canine Officer has actually left his/her residence to respond to a “call-out”.

Due to the nature of this assignment, the Canine Officer agrees to be “on-call” with the understanding that his/her services may be requested at any time during the day or night. Should the Canine Officer not be available to respond to a request for service during his/her normal time off, he/she will not be subject to disciplinary action. Repeated failure to respond to requests for service during normal time off is grounds for reevaluation of the officer’s assignment to the Canine Unit.

ARTICLE 28

Section 28.1

The wages for the years 2017-2019 for the classifications covered by this Agreement are set forth below.

Classification	Entry	1 YR.	2 YR.	3 YR.	4 YR.
Clerks/Dispatcher					
2017 (\$1.00 + 4%)	13.24	13.97	14.25	14.65	15.06
2018 (4%)	13.77	14.53	14.82	15.24	15.66
2019 (4%)	14.32	15.11	15.41	15.85	16.29

Classification	Entry	1 YR.	2 YR.	3 YR.	4 YR.
Deputy					
2017 (4%)	16.48	17.62	18.04	18.61	19.19
2018 (4%)	17.14	18.32	18.76	19.35	19.96
2019 (4%)	17.83	19.05	19.51	20.12	20.76

Classification	
Lieutenant	
2017	20.92 (9% above top-step Deputy)
2018	21.76 (9% above top-step Deputy)
2019	22.63 (9% above top-step Deputy)

Classification	
Captain	
2017	22.80 (9% above Lieutenant)
2018	23.72 (9% above Lieutenant)
2019	24.67 (9% above Lieutenant)

Increases for years 2017, 2018, and 2019 become effective on the first full pay period of each January. Anniversary wage increases are effective the first pay period following the employee’s anniversary date.

Employees assigned full time to the Detective Bureau or Sheriff’s Interdiction Unit, which are classified as Detectives, shall receive an additional thirty-five cents (35¢) supplement to their base rate of pay.

Section 28.2

If during the term of this Agreement financial difficulties arise, the parties agree to meet and discuss the situation with the intent of resolving outstanding financial difficulties. The parties will have the authority to modify, upon mutual agreement, areas of the Agreement with the intent of addressing the financial issues.

Section 28.3 Longevity

As additional compensation longevity payment will be made to Bargaining Unit members in each year of this agreement as follows:

Completed Years of Service	Additional Amount per Hour
3 Years	\$.15
5 Years	\$.30
9 Years	\$.35
12 Years	\$.40
15 Years	\$.50
Over 20 Years	\$.60

Section 28.4 Officer in Charge

If the Sheriff or designee assigns a Bargaining Unit member, prior to the start of his/her shift, to perform work in a higher classification that member shall be paid at the entry level wage rate in that higher classification for all hours actually worked.

Section 28.5 Field Training Officer (FTO)

Due to the importance of having qualified field training officers, the Sheriff agrees that all officers to be used as a Field Training Officer must be qualified. The Sheriff will require that any officer used as a Field Training Officer have successfully completed such training as may be appropriate prior to being used as a Field Training Officer.

A bargaining unit members appointed as a Field Training Officer shall not schedule consecutive days of leave during a period of appointment without the prior authorization of the Sheriff or designee. Field Training Officers shall be appointed by the Sheriff consistent with the procedures utilized for other appointments within the Office. A bargaining unit member assigned as a Field Training Officer shall be compensated \$.20 per hour in addition to the then current regular hourly pay rate for each hour of training or matters specific to the duties of a training officer.

Section 28.6 Shift Differential

Afternoon and midnight shifts shall receive a shift differential of \$.30 per hour.

Section 28.7 Educational Incentive

Any employee who has satisfactorily obtained an associate degree from an accredited institution as on file with the Ohio Board of Regents shall be entitled to \$.25 hour additional compensation to be added to that employee's base compensation amount as incentive compensation for obtaining such degree.

Any employee who has satisfactorily obtained a bachelor's degree from an accredited institution as on file with the Ohio Board of Regents shall be entitled to \$.35 hour additional compensation to be added to that employee's base compensation amount as incentive compensation for obtaining such degree.

Any employee who has satisfactorily obtained a master's degree from an accredited institution as on file with the Ohio Board of Regents shall be entitled to \$.45 hour additional compensation to be added to that employee's base compensation amount as incentive compensation for obtaining such degree.

Section 28.8 Lateral Transfer

- A. New Hires: Any newly hired employee, who has prior law enforcement experience, shall be hired and placed on the appropriate pay step for their years of service, as set forth in this section. This provision does not grant or affect any other rights, benefits or obligations under this Agreement, including but not limited to seniority, longevity pay, and probationary status.
- B. Current Employees: All Employees who were employed with the Hocking County Sheriff's Office prior to the execution of this Agreement shall receive credit for any prior service in law enforcement with another agency and shall be brought up to the appropriate pay step, as set forth in this section. This provision does not grant any retroactive pay and does not grant or affect any other rights, benefits, or obligations under this Agreement, including but not limited to seniority, longevity pay, and probationary status.

ARTICLE 29 UNIFORMS AND EQUIPMENT**Section 29.1**

The Sheriff shall, by policy, establish the uniform and equipment required of all employees. A list of such uniforms and equipment is in Section 29.11 of this Article. Upon initial full time employment, the Sheriff shall furnish all newly hired employees the uniform and equipment required as listed in Section 29.11 of this Article. The employees shall be responsible for the maintenance, upkeep and cleaning of their uniforms and equipment. The Sheriff-issued uniforms and equipment shall be replaced and/or updated as needed and funds are available.

Section 29.2

Employees shall be subject to inspection of all uniforms and equipment. If an employee believes a uniform part or an item of equipment needs to be replaced, repaired, or updated, the employee shall submit the item for inspection to the Sheriff or designee. It shall be the exclusive determination of the Sheriff whether the item is to be replaced or repaired.

Section 29.3

Any uniform or equipment items not required and/or supplied by the Sheriff shall be the responsibility of the employee. That is, if an employee desires to secure a uniform item or equipment item not specifically required by the Sheriff, the procurement of said item shall be the responsibility of the employee. Before an employee procures or uses any uniform or equipment item not required by the Sheriff the employee must have the permission of the Sheriff to utilize the item. The Sheriff may at any time, order that any non-authorized item no longer be used by an employee.

Section 29.4

All Bargaining Unit members required to wear a uniform shall be entitled to an annual uniform credit of up to a maximum of eight hundred dollars (\$800.00). The uniform credit shall be in the form of a purchase order (P.O.) that shall be established with vendors by the Employer for employees.

This amount is not to be paid as a stipend to Bargaining Unit members. There shall be no carryover of any amount not used in a calendar year. All uniform and equipment purchases are subject to the prior approval of the Sheriff. All uniforms and equipment purchased by the Sheriff under the provisions of this Article are, and shall remain, the property of the Sheriff. All uniforms and equipment purchased by the Sheriff must be returned to the Sheriff when an employee separates from employment with the Sheriff's Office.

Section 29.5

Deputies assigned to plainclothes shall be allowed to use up to seventy five percent (75%) of the uniform credit for shirts, slacks, suits, sport coats, etc. or any other clothing and/or equipment necessary to perform their detective duties as long as they also maintain one regular uniform for summer and one regular uniform for winter.

Section 29.6

Uniform cleaning shall be provided under contract by the Sheriff and/or Commissioners with the number and articles to be cleaned and/or pressed subject to limits set by the Sheriff. It is understood that this is subject to modification. The schedule of cleaning of uniform articles is subject to need, use, and cost. It is further understood that the schedule of cleaning and total number of uniform articles subject to the cleaning allowance shall be subject to modification by the Sheriff.

Section 29.7

Employees shall be responsible for complying with the required uniform list and shall also be responsible for maintaining uniforms and equipment including cleaning and maintenance.

Section 29.8

Employees who have Sheriff’s Office-issued equipment or uniforms damaged or destroyed in the course of employment which might be subject to reimbursement through criminal or court procedures shall be responsible for submitting request for costs reimbursements to the court.

Section 29.9 Personal Items

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

Section 29.10 Protective Vests

Deputies regularly assigned to patrol division who request in writing the issuance of a protective vest shall be provided a protective vest at no cost to the Deputy. Once a vest is requested and issued, it shall be a condition of employment for the Deputy to wear the vest at all times while on duty and/or in uniform. Vests will be replaced every five (5) years or sooner, if damaged, according to the manufacture recommendations.

Section 29.11 Uniform Clothing and Equipment

Deputy

Trousers/Slacks	5
Shirt/Blouse-winter	3
Shirts/Blouse-summer	3
Coat-winter/summer	1
Boots/Shoes	1 pr.
Tie	1
Hat-winter-stetson	1
Hat-summer-stetson	1
Raincoat	1
Hat Badge	1
Breast Badge-metal	1
Collar Brass and Rank Insignia	1
Name Plate-Metal	1
Whistle	1
Whistle Chain	1
Garrison Belt	1
Gun Belt	1
Firearm	1
Holster	1
Magazines/Speed loaders	3

Magazine Case	1
Handcuffs with Case	1
Handcuff Key	1
Belt Keepers	6
Shoulder Patches	18
Sew-on Badge	1
Tie Clip	1
Identification Card	1
Flashlight	1
Gloves	1 pr.
Traffic Reflective Vest	1
Dispatcher	
Sheriff's Office Polo	3
Sheriff's Office Pants	3
Boots/Shoes	1 pr.

ARTICLE 30 DISCIPLINE

Section 30.1

In the event that an employee is to be disciplined for behavior which is of such nature as to call for removal or suspension, a pre-disciplinary conference between the employee and the Sheriff will be arranged. This conference will take place no earlier than forty-eight (48) hours from the time the employee is notified. If the employee desires the presence of a Labor Council Staff Representative and/or Labor Council Associate at the conference, the employee shall notify the grievance representative and sufficient time shall be granted to allow for appropriate representation. When the nature of the offense is such that immediate disciplinary action is required the Employer is not prohibited from taking immediate action by this provision.

Prior to a pre-disciplinary conference the employee shall be provided a written statement outlining the nature of the violations and charges. The purpose of the notification shall be to give the employee notice of the charges and allow the opportunity to respond. The notice of pre-disciplinary conference shall also contain the date, time, and place of the pre-disciplinary conference. The employee or OLC representative may waive the right to a pre-disciplinary conference.

Section 30.2

Any investigatory questioning regarding charges of employee misconduct shall be made under the following conditions:

1. The questioning shall take place at the Sheriff's Office or other mutually agreeable site.
2. The employee shall be informed of the nature of the investigation before any questioning commences. If the employee is being questioned as a witness only, the employee shall be so advised prior to the commencement of the questioning.

3. All questioning shall be undertaken in a proper and businesslike manner.
4. If an employee is the subject of a criminal investigation the employee shall be so advised and afforded the same constitutional rights to which any other individuals are entitled and shall be specifically advised of his/her Garrity rights.

Section 30.3

The tenure of every Bargaining Unit employee of the Sheriff's Office shall continue with good behavior and efficient service. No employee shall be reduced in pay, suspended, discharged, removed or otherwise disciplined except for just cause. Forms of disciplinary action will normally be progressive and may include:

- A) Verbal reprimand or counseling;
- B) Written reprimands;
- C) Suspension without pay;
- D) Reduction in classification-demotion (which may include suspension); and/or
- E) Discharge from employment.

In determining the penalty, the Sheriff shall take into account the nature of the violation. The employee's record of discipline and the employee's record of performance and conduct may be considered but shall not control the right of the Sheriff to impose the appropriate penalty including the maximum penalty for any offense.

Section 30.4

Any order for a polygraph or similar exam shall be in writing and signed by the Sheriff.

Section 30.5

Investigations concerning complaints not involving criminal activity shall be started within one hundred twenty (120) days of the time the Sheriff became aware or reasonably should have become aware of the alleged offense. Notification that an investigation is being conducted shall be given to the bargaining unit member within thirty (30) days of the start of the investigation.

ARTICLE 31 HEALTH AND SAFETY

Section 31.1

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

The employees accept responsibility to properly use and care for vehicles, equipment and work areas in a safe and proper manner and accept the responsibility to follow all safety rules and safe working methods.

Employees shall be responsible for reporting any perceived unsafe or unhealthy buildings, facilities, vehicles or equipment. Such complaints will be reviewed by the labor-management committee.

The Sheriff agrees to have at least two (2) certified deputies on road patrol at all times so that a member will not be responding to hazardous calls alone.

ARTICLE 32 PERSONNEL FILES

Section 32.1

Consistent with applicable state and federal law, the personnel file of an employee may be examined by the employee upon reasonable advance request and the employee shall, upon request receive a copy of any documents contained therein.

An employee shall be entitled to have a representative of his/her choice accompany him/her during such review. Any reasonable cost of copying items from the file will be paid by the employee.

If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal explanation in the file. No anonymous material of any type shall be included in the employee's personnel file.

Section 32.2

Consistent with applicable state and federal law, records of discipline shall cease to have force and effect and shall upon request of the employee be removed from the employee's personnel file, provided no intervening discipline has occurred, as follows:

- 1) Records of oral warnings and written warnings, one (1) year from the date of issuance;
- 2) Records of more severe discipline, two (2) years from the date of issuance.

Section 32.3

Consistent with applicable state and federal law, there will be only one (1) active personnel file. Items removed from personnel files shall be removed under applicable records retention schedules and provisions.

ARTICLE 33 PROBATIONARY EMPLOYEES

Section 33.1

The probationary period for newly hired individuals shall generally be for one (1) year. Every employee will be required to successfully complete a probationary period to the standards established or utilized by the Sheriff.

The probationary period shall begin on the first day the employee receives compensation from the Office for the position. Any absence from work beyond ten (10) work days shall extend the probationary period for an equivalent number of days.

A newly hired probationary employee may be terminated at any time during the probationary period without recourse of the grievance procedure, arbitration procedure or the State Personnel Board of Review. A newly hired probationary period employee may not appeal any disciplinary action.

Upon successful completion of any probationary period, seniority is calculated from original date of hire. A probationary may be reduced to a period of less than one (1) year in the sole discretion of the Sheriff. However; the probationary employee must complete at least six (6) months or until they have completed the Field Training program approved by the Sheriff.

Section 33.2

No employee will be permitted to make a lateral transfer or be eligible for promotion until the successful completion of the one (1) year probation period for newly hired employees as set forth in Section 33.1 of this Article.

Section 33.3

Employees who are promoted to a new position or make a lateral transfer into a new position shall generally serve a probationary period in that position for a period of six (6) months.

During the first thirty (30) days of the employee's promotional or assignment probation, the employee may voluntarily return to the employee's former job and classification. If the employee fails to successfully complete the six (6) month probation period, the employee shall be returned to the previously held position with full seniority in that position restored.

Probationary employees will be entitled credit for personal days (prorated from the hire date to the end of the year), compensatory time and holiday time only upon successful completion of the probationary period unless such requirement is waived by the Sheriff in his sole discretion.

ARTICLE 34 PROFESSIONAL LIABILITY

Section 34.1

The parties understand that employees, as agents of the Employer, are protected by the provisions of Ohio Revised Code Chapter 2744. The Employer is obligated under O.R.C. Chapter 2744 to defend employees acting within the scope of their employment against lawsuits and actions brought against employees by third parties. The parties recognize that the Employer is not required by this Agreement to provide employees with professional, outside liability insurance coverage.

ARTICLE 35 COMMUNICABLE DISEASES**Section 35.1**

Bargaining Unit members shall be provided with information on all communicable diseases to which they may have routine work exposure. Information provided shall include the symptoms of the diseases, modes of transmission, methods of self-protection, proper workplace procedures, special precautions, and recommendations for immunization where appropriate. The Employer shall develop a written communicable diseases policy and shall disseminate said policy along with revisions to all Bargaining Unit members.

Section 35.2

The Employer recognizes that Bargaining Unit members come into contact with individuals infected with Hepatitis B virus and tuberculosis and that members may be at increased risk of acquiring these infections/diseases. All members have the right to be vaccinated for Hepatitis B and be tested and/or vaccinated for tuberculosis. Such vaccination and/or testing shall be made available at no cost to all members who desire to be vaccinated and/or tested. The Employer shall develop a written procedure for administering the vaccination program.

Section 35.3

If a Bargaining Unit member sustains a significant exposure to the blood or body fluids of another person in the line of duty, the member will complete a notification of exposure to a contagious or infectious disease.

Section 35.4

The Bargaining Unit member may submit a written request for notification of annual possible exposure to the appropriate health care facility, or coroner receiving the infected person, along with the circumstances which lead the member to believe that exposure has occurred. The request must include the time, date, location, and manner of exposure. Any suspected job exposure must be reported to the employee's immediate supervisor. All applicable Workers' Compensation forms must be initiated in accordance with the employer's policy. Any alleged exposure must be permanently maintained in the Bargaining Unit member's personnel file.

Section 35.5

If a contagious or infectious disease is diagnosed, or confirmed by a positive test result, the Bargaining Unit member shall be notified immediately. A written notification should follow any oral notification. The written notification must include the name of the disease, its signs, symptoms, and incubation period, the modes of transmission, medical precautions necessary to prevent transmission to others, appropriate prophylaxis, treatment, and counseling available for the disease.

Section 35.6

Any Bargaining Unit member who believes they may have been exposed to HIV while dealing with another person in the performance of their duties may bring an action in a probate court for an order compelling another person to undergo HIV testing pursuant to Section 3701.24 of the Ohio Revised Code.

Section 35.7

If a Bargaining Unit member sustains a significant exposure, such as a puncture wound, or splash, a medical workup shall be completed for the member, and if it is determined that HIV antibody testing is appropriate the following guidelines will be followed:

HIV antibody testing shall be performed at the following intervals:

- Within seventy-two (72) hours of the incident
- Three (3) months after the incident
- Six (6) months after the incident

Section 35.8

Testing shall be strictly confidential. The Bargaining Unit member shall be given the option of anonymous testing and may be referred to an Ohio Department of Health Counseling and Testing site.

Section 35.9

The Employer, and the O.L.C. at their sole discretion, and within acceptable legal guidelines regarding access to medical records and related material shall within reason assist the employee in securing any necessary health and safety information.

ARTICLE 36 RETIREMENT**Section 36.1**

Employees approaching retirement shall be presented with the badge worn during service to the community, department patch, service decorations and name plate suitably encased for presentation.

Section 36.2

Retired employees shall be permitted to retain their department credentials. The Employer may exercise the option to stamp said credentials with the term "Retired".

Section 36.3

Employees within twelve (12) months of retirement shall be allotted a maximum of one (1) work day at department expense to travel to P.E.R.S. Central Office and correlate any retirement related affairs.

Section 36.4

Employees who retire in good standing with the Hocking County Sheriff's office shall be eligible to purchase their Duty Issued firearm upon retirement for one dollar (\$1.00)

ARTICLE 37 DEATH OF AN OFFICER/BARGAINING UNIT MEMBER**Section 37.1**

In the event of the death of a Bargaining Unit member the surviving spouse, child, parent or other appropriate family member shall be presented with the badge worn by the deceased member. The badge will be suitably encased. If the member did not wear a badge, some other appropriate remembrance shall be presented to the appropriate family member.

Section 37.2

If the deceased member's family requests, the Employer will provide a complete uniform and accessories. This also applies to retired Bargaining Unit members.

Section 37.3

The Employer will make all customary notifications to the police community via the normal customary channels.

Section 37.4

Pall bearers and honor guard will be provided and assigned according to the family's wishes.

Section 37.5

Surviving Bargaining Unit members will be authorized the wear of mourning colors in accordance with the following guidelines:

- (1) Officer killed in the line of duty within the county, colors will be worn from the date of the incident for thirty (30) consecutive days.
- (2) Officer killed in the line of duty in an adjoining county, colors will be worn from date of incident until the date of the funeral.
- (3) Mourning colors may also be worn during National Police Memorial Day.
- (4) The Employer will provide any additional vehicles for funerals as may be reasonably available without jeopardizing the mission of the agency.
- (5) The Employer will make every reasonable effort to release from duty status those personnel who have personal contact with the victim officer.

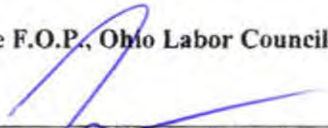
ARTICLE 38 DURATION OF AGREEMENT AND EXECUTION

This Agreement represents the complete agreement on all matters subject to bargaining between the Employer and the Union and except as otherwise noted herein, shall become effective upon execution except wage increases which shall become effective on January 1, 2017 and shall remain in full force and effect until December 31, 2019.

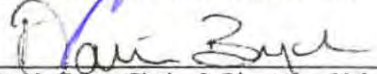
SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned parties pursuant to proper authority have caused this Agreement to be signed this 26th day of April 2017.

For the F.O.P., Ohio Labor Council, Inc.:



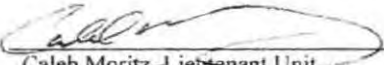
Joel Glasser, Esq. Staff Representative



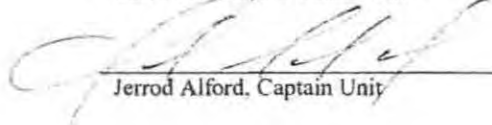
Darrin Brian, Clerks & Dispatcher Unit



Aaron Cherry, Deputy Unit

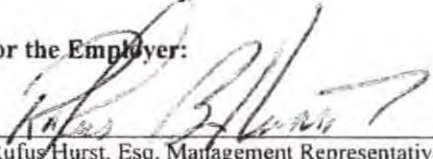


Caleb Moritz, Lieutenant Unit

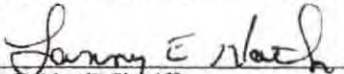


Jerrod Alford, Captain Unit

For the Employer:



Rufus Hurst, Esq. Management Representative



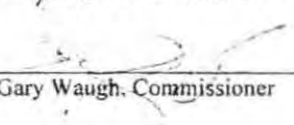
Lanny E. North, Sheriff



Jeff Dickerson, Commissioner

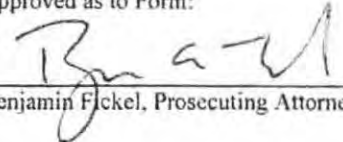


Sandy Ogle, Commissioner



Gary Waugh, Commissioner

Approved as to Form:



Benjamin Fickel, Prosecuting Attorney