

AGREEMENT

BY AND BETWEEN

HARRISON COUNTY SHERIFF'S OFFICE



07-17-2019

1066-01

18-MED-12-1245

18-MED-12-1246

18-MED-12-1247

38167

AND



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

ROAD DEPUTIES, SERGEANTS AND DISPATCHERS

EFFECTIVE: APRIL 1, 2019

EXPIRES: MARCH 31, 2022

Table of Contents

ARTICLE 1.....	4
PREAMBLE	4
ARTICLE 2.....	4
RECOGNITION	4
ARTICLE 3.....	4
UNION REPRESENTATION/BULLETIN BOARDS.....	4
ARTICLE 4.....	5
CONTRACT CONSTRUCTION	5
ARTICLE 5.....	6
DUES DEDUCTION.....	6
ARTICLE 6.....	6
NO STRIKE - LOCKOUT	6
ARTICLE 7.....	6
MANAGEMENT RIGHTS	6
ARTICLE 8.....	8
LABOR MANAGEMENT MEETINGS	8
ARTICLE 9.....	8
GRIEVANCE PROCEDURE.....	8
ARTICLE 10.....	12
INVESTIGATION, DISCIPLINE PROCEDURES,.....	12
PERSONNEL RECORDS	12
ARTICLE 11.....	15
WORK RULES AND INFORMATION ORDERS	15
ARTICLE 12.....	16
SENIORITY	16
ARTICLE 13.....	17
LAYOFF AND RECALL.....	17
ARTICLE 14.....	18
PROBATIONARY PERIOD.....	18
ARTICLE 15.....	19
HEALTH INSURANCE.....	19
ARTICLE 16.....	19

UNIFORMS AND EQUIPMENT	19
ARTICLE 17.....	20
HOURS OF WORK.....	20
ARTICLE 18.....	21
HOLIDAYS	21
ARTICLE 19.....	22
VACATION LEAVE.....	22
ARTICLE 20.....	23
SICK LEAVE	23
ARTICLE 21.....	25
MEDICAL EXAMINATIONS.....	25
ARTICLE 22.....	26
LEAVES OF ABSENCE/MILITARY LEAVE	26
ARTICLE 23.....	26
SPECIAL DUTY	26
ARTICLE 24.....	27
SHIFT DIFFERENTIAL, LONGEVITY & TAC/ATAC	27
ARTICLE 25.....	28
DURATION, ENTIRE AGREEMENT	28
APPENDIX.....	30
WAGES	30

**ARTICLE 1
PREAMBLE**

Section 1.1 This Agreement is made by and between the Harrison County Sheriff (hereinafter Employer or Sheriff's Office) and the Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter the "Union" or "FOP/OLC") in relation to the terms and conditions of the employment as set forth in this Agreement for the bargaining unit members of the unit(s) covered by this Agreement.

**ARTICLE 2
RECOGNITION**

Section 2.1 Inclusions The Employer recognizes the Fraternal Order of Police, Ohio Labor Council as the sole and exclusive representative for all full time employees in the classification of Deputy Sheriff, Sergeant and Dispatcher.

Section 2.2 Exclusions All part time employees, seasonal and casual employees, all other employees excluded by the Ohio Collective Bargaining Act, and all other employees that are not specifically included are excluded.

**ARTICLE 3
UNION REPRESENTATION/BULLETIN BOARDS**

Section 3.1 Employee Representatives The Employer agrees to recognize one (1) employee as union representative for each of the bargaining units for the purpose of processing grievances and representing employees pursuant to the provisions of this Agreement. The Union will notify the Sheriff in writing of the name(s) of all officers and representatives of the bargaining unit and of any changes which may occur. Except as specifically set forth in this Agreement or authorized by the Sheriff, employee representatives may not conduct Union business on County time.

Section 3.2 Union Representatives Non-employee representative(s) of the FOP/OLC shall be admitted to the Employer's facility for the purpose of processing grievances and attending meetings, only after informing the Employer (or Designee). The Employer (or designee) shall facilitate any necessary contact between the representative and an on-duty bargaining unit employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

Section 3.3 Bulletin Boards/Inappropriate Material The Employer shall provide bulletin board space for use by the employees in the bargaining units. Material posted on the bulletin board shall relate only to the union meetings, elections, social events, and reports affecting the employees in the bargaining units. Inappropriate or political materials, as determined by the Sheriff, shall not be permitted on the bulletin board.

Section 3.4 FOP/OLC Negotiations Committee 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.

ARTICLE 4 CONTRACT CONSTRUCTION

Section 4.1 Conformity to Law The parties intend this Agreement to supersede and replace any state and local laws on the subjects referenced or covered by this Agreement. Where this Agreement makes no specification about a matter, the provisions of applicable law shall prevail. If, by operation of law, or by a court of competent jurisdiction, it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

Section 4.2 Severability The parties agree that should any provision of this Agreement be found to be invalid, that upon the written request of either party, they will schedule a meeting within thirty (30) calendar days at a mutually agreeable date and time to discuss in good faith alternative language on the same subject.

Section 4.3 Amendments to Agreement Amendments and modifications of this Agreement may only be made by mutual written agreement of the parties to this Agreement, subject to ratification by the Union and County Commissioners.

Section 4.4 Gender All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 4.5 Waiver In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, or the Harrison County Sheriff, for such acts of God and civil disorder, the following conditions of this Agreement shall automatically be suspended:

1. Time limits for replies on grievances; and
2. Necessary work rules and/or agreements and practices relating to the assignments of all employees.

Section 4.6 Grievances Upon termination of the emergency should grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they (the grievances) had properly progressed.

**ARTICLE 5
DUES DEDUCTION**

Section 5.1 Dues Deduction The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all membership dues required by the Union. The Union will notify, in writing, the Sheriff and County Auditor annually each January of the dues it charges and its current membership. The Union will update membership information as needed. Employees shall submit a written authorization for dues deductions. All dues collected shall be submitted to the Union to the person designated in writing by the Union.

Section 5.2 Indemnification It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made pursuant to this Agreement. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The parties agree and understand that if an employee(s) files an action(s) against the County and/or Union regarding the deductions made under this Article, the deductions for those employees shall be placed in an interest-bearing escrow account until a final disposition has been determined.

**ARTICLE 6
NO STRIKE - LOCKOUT**

Section 6.1 No Strike The Union will not authorize, instigate, aid, condone or engage in a strike, work stoppage, slowdown or other withholding of services. Further, no employee in the bargaining unit shall authorize, instigate, aid, condone or engage in a strike, work stoppage, slow down, sympathy strike, or other withholding of services. In the event of a violation of this section, the Union will affirmatively act to require employees to return to work and fully perform their duties.

Section 6.2 No Lockout During the term of this Agreement the Employer shall not lock out any member of the bargaining unit.

**ARTICLE 7
MANAGEMENT RIGHTS**

Section 7.1 General Work Rules Except to the extent modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all legal rights to manage the operations of the Sheriff's Office, Harrison County, Ohio. The rights of the Employer shall include, but shall not be limited to the rights to establish, change or abolish policies, practices, rules, or procedures for the conduct of the Sheriff's Office, its employees and its service to the citizens of Harrison County, Ohio, consistent with the provisions of this Agreement.

Section 7.2 Management Rights The Employer's exclusive rights shall include, but shall not be limited to the following except as expressly limited by the terms and conditions set forth in this Agreement:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the office, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, supervise, evaluate, retain, layoff and recall;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted including the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- E. Suspend, discipline, demote or discharge for just cause, or transfer, assign, schedule, or retain employees and to layoff employees from duty due to the lack of work or lack of funds, reorganization, or abolishment of positions;
- F. To determine the size, composition and adequacy of the work force, to establish, alter and change work schedules, to establish, modify, consolidate and to determine staffing patterns, including, but not limited to the assignment of employees, qualifications required and areas worked;
- G. Determine the overall mission of the office as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the Office as a governmental unit;
- J. The right to select and determine the number and types of employees required, including the right to select, hire, promote, transfer, evaluate, and to assign such work to such employees in accordance with the requirements determined by the Employer;
- K. The right to establish work schedules and assignments and to determine the necessity for overtime and the amount and assignments required thereof;
- L. To promulgate and enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management;
- M. The right to maintain the security of records and other pertinent information;
- N. The right to determine and implement necessary actions in emergency situations;
- O. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and the standards of quality and performance to be maintained; and
- P. The right to determine the Sheriff's Office goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.

Section 7.3 Reserved Rights The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the rights and responsibilities of the Employer.

The Employer retains and reserves all rights, power, authority, duty and responsibility confirmed or invested in it by the laws and constitution of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility by the Employer

and the adoption of such rules, regulations, policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the terms of this Agreement.

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

ARTICLE 8 LABOR MANAGEMENT MEETINGS

Section 8.1 Purpose The parties recognize that certain subjects are matters of mutual interest to the parties. The parties also recognize that the Union may wish to present its views on such subjects so that such views may be considered by the Administration. It is not the intent of the parties that labor-management committee meetings be used to bypass the normal chain of command.

Section 8.2 Committee Composition and Meetings For this purpose, a labor-management committee shall be established. The committee shall consist of up to two (2) management members designated by the Sheriff and up to one (1) member from each of the bargaining units designated by the Union. Additional parties may attend labor-management meetings if their presence is necessary to discuss the issue(s) raised and the other party has been notified and agrees to their attendance. Committee meetings shall be scheduled by any party at reasonable, mutually convenient times, and shall be closed to the public.

ARTICLE 9 GRIEVANCE PROCEDURE

Section 9.1 Grievance Policy The Employer, the FOP/OLC and the employees recognize that in the interest of effective personnel management, a procedure is necessary whereby employees can be assured of a prompt, impartial and fair processing of their grievances.

Section 9.2 Grievance Defined, Content, Timeline For Filing A grievance shall mean an allegation by a bargaining unit member that there has been a breach, misinterpretation or improper application of this Agreement.

Any grievance shall contain: Date and time grievance occurred; detailed description of grievance; specific reference to the provision(s) of the Agreement allegedly violated, or to the specific disciplinary action; relief requested; signature of grievant(s).

Section 9.3 Disciplinary Action Appeals Discipline under Article 10 shall commence at Step 2 unless the parties waive all steps and proceed to arbitration.

Section 9.4 Group Grievances, Time Limits, Withdrawal of Grievances A grievance may be brought by an employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner. The exclusive representative/staff representative shall be designated to file and process the grievance. In the case of a group grievance, the names of the employees to be included in the grievance shall be attached by the staff representative. Each employee who desires to be included in such grievance shall be required to sign the grievance, except those employees who may be on approved leave at the time of filing the grievance.

Nothing contained in this Agreement shall be construed or intended to interfere with the right of any individual employee or group of employees to present grievances directly to the Employer, provided that a representative of the Union is given an opportunity to be present.

It is the intention of the parties that all time limits in the grievance procedure shall be met. To the end of encouraging thoughtful responses at each step, however, the grievant and the Employer's designated representative may mutually agree, at any Step, to short time extensions, but any such agreement must be in writing and signed by both parties. Similarly, any Step in the grievance procedure may be skipped on any grievance by mutual consent. In the absence of such mutual extensions, the employee may, at any Step where a response is not forthcoming within the specified time limits, advance the grievance to the next step.

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

Section 9.5 Grievance Meetings Grievance meetings at Step 2 shall normally be held at hours reasonably related to the employee's shift, preferably during or immediately before or immediately after the employee's working hours. For grievances scheduled during the employee's work hours, neither the employee nor an authorized grievance representative shall receive any reduction in pay. Employees and the authorized employee's representative shall not receive any overtime pay to engage in grievance activities provided for herein. Employee grievants and representatives shall receive pay only for those meetings scheduled on their normal shift.

Upon advance notification (24 hours) either party may bring in additional representatives to Step 2 of the grievance procedure for the purpose of representation or to provide input which may be beneficial in attempting to bring resolution to the grievance.

Section 9.6 Grievance Procedure

A. Step One - Immediate Supervisor

A member-grievant having an individual grievance will first attempt to resolve it informally with the immediate supervisor. Such attempt at informal resolution shall be made by the member-grievant within seven (7) calendar days following the events or circumstances giving rise to the grievance. If the grievance is not resolved informally the grievant shall submit the grievance

in writing to the employee's supervisor within the seven (7) calendar day limit. Written grievances brought to the supervisor beyond the seven (7) calendar days following the events or circumstances giving rise to the grievance shall not be considered.

A grievance representative may accompany the grievant to grievance meetings should the grievant request such attendance. Within seven (7) calendar days of the submission of the grievance, the supervisor shall submit to the grievant a written response to the grievance. If the member-grievant is not satisfied with the written response the grievant may pursue the grievance to Step 2.

B. Step Two - Sheriff

Should the member-grievant not be satisfied with the answer in Step One, within seven (7) calendar days after receipt of the Step One response (or seven (7) calendar days after the Step One meeting if no written response is received) the member-grievant may appeal the grievance to Step Two by delivering a copy of the grievance form, containing the written response at the prior step and any other pertinent documents, to the Sheriff. The Sheriff (or designee) shall date the form, accurately showing the date the Office received the form.

The Sheriff (or designated representative) shall, within seven (7) calendar days of receipt of the written grievance, schedule and conduct a meeting to discuss the grievance with the grievant and/or grievance chairman (or designee). The Sheriff (or designee) may bring to the meeting the member-grievant and appropriate grievance representatives. The Sheriff and the employee may bring any appropriate witnesses.

Within seven (7) calendar days of the meeting at Step Two, the Sheriff (or designee) shall submit to the member-grievant a written response to the grievance.

C. Step Three - Arbitration

If the member-grievant is not satisfied with the answer in Step Two, within fourteen (14) calendar days after receipt of the Step Two response, (or fourteen (14) calendar days after the Step Two meeting if no response is received) the Union may appeal to arbitration by serving the Employer a written notice of intent to arbitrate.

Within fourteen (14) calendar days of the Employer's receipt of the notice of intent to file under the grievance arbitration procedure, the Labor Council, shall, by letter, request a list of nine (9) arbitrators from the Federal Mediation and Conciliation Services to hear the arbitration. The parties may mutually agree upon an arbitrator without requesting a list from the Federal Mediation and Conciliation Services.

Upon receipt of such list of arbitrators from FMCS the parties may meet and attempt to select one (1) arbitrator from the list. Both parties shall have the option to strike the entire panel of proposed arbitrators. This option to strike may be exercised by both parties once in any one (1) grievance. If either party does not choose to strike the entire panel of proposed arbitrators, but the parties fail to agree on the selection of one (1) arbitrator, the parties shall then proceed to alternately strike one (1) name each from the list. A coin toss shall determine which party will strike the first name from the list. The individual whose name remains on the list after the other names have been

removed shall be the arbitrator. The arbitrator shall arrange with the parties, the date, time and place of the meeting.

Arbitration proceedings shall be conducted under the voluntary labor arbitration rules of the American Arbitration Association, except as modified by the provisions of this Agreement. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, hearing, and recorded testimony from both parties. The arbitrator shall hear only one grievance at a time unless both parties agree to consolidate two (2) or more grievances. After a dispute on which the arbitrator is empowered to rule hereunder has been referred to said arbitrator, such dispute may be withdrawn by either party.

The fees of the arbitrator and the rent, if any, for the hearing room shall be equally borne by the parties. The expense of any nonemployee witnesses shall be borne, if at all, by the party calling that witness. The fees of a court reporter shall be paid by the party asking for one, however, such fee shall be split equally if both parties desire a reporter or request a copy of the transcript. The grievant, the Union representative, and employee witnesses, called by either party, who appear at an arbitration hearing during their normal working hours shall not suffer any loss in pay. Member witnesses, other than the grievant and grievant representative, called by the Union, will be permitted time off, with pay, to testify at an arbitration hearing if such time is during regularly assigned working hours, provided that the needs of the County, the Sheriff's Office and the safety of the citizenry of the County are not compromised.

Disputes may only be submitted to arbitration during the life of this Agreement. No issue whatsoever may be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place during the effective dates or agreed extensions of this Agreement. No decision by an arbitrator shall infringe upon the obligation of the County or the Sheriff's Office as expressed or intended by the provisions of Ohio law.

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

The arbitrator shall not have the authority or power to add to, subtract from, disregard, alter or modify any of the terms or provisions of this Agreement. The arbitrator shall not grant relief that extends beyond the termination date of this Agreement. It is expressly understood that the decision of the arbitrator, within the arbitrator's function and authority as set forth herein, shall be final and binding upon both parties. The arbitrator's decision and award shall be in writing and will state the rationale for the decision.

Section 9.7 Pre arbitration - Exchange of Information The Parties, by mutual agreement, may agree to a pre-arbitration meeting which shall be held within two (2) weeks of the agreement. Such meeting shall be for the purpose of discussing the merits of the grievance, to exchange lists of witnesses, and to exchange copies of any documents expected to be used in the arbitration hearing.

Section 9.8 Exclusivity This grievance procedure shall be the exclusive method of resolving grievances. The parties agree that the State Personnel Board of Review shall have no authority over matters subject to this grievance and arbitration procedure.

Section 9.9 Indemnification 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 a member of the bargaining unit during the exercise of the employee's rights as provided by the grievance and arbitration procedure contained in this Agreement.

ARTICLE 10 INVESTIGATION, DISCIPLINE PROCEDURES, PERSONNEL RECORDS

Section 10.1 Criminal Investigations A bargaining unit member who is to be questioned as a suspect in any investigation where criminal charges may result, shall be advised of the member's constitutional rights in accordance with the law.

Section 10.2 Internal Investigations When appropriate, bargaining unit members required to respond to questions during internal investigations shall be informed of their Garrity rights and responsibilities.

Before a bargaining unit 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 the basis for such a charge. All members are obligated to cooperate in investigations conducted by the Sheriff's Office.

At any time a formal non-criminal investigation concerning a bargaining unit member occurs wherein disciplinary action of record (reprimand of record, suspension, reduction, or removal) will or may result the member will be notified when first questioned that such result is possible. Bargaining unit members will be advised of whether they are a witness, suspect or the subject of an internal investigation prior to any interviews. Any information gathered may be used in subsequent or current investigations.

When a bargaining unit member suspected of a violation of departmental rules is being interviewed, such interview shall be recorded at the request of either party by the requesting party. No recording of interviews or interrogations shall be made without the knowledge of the bargaining unit member and/or the Employer. If recordings are made the other party shall be provided a copy.

Excluding matters involving criminal investigations, any member who is charged with violating the Department rules and regulations will be provided access to transcripts, records, written statements, and tapes pertinent to the case. The information shall be provided within a reasonable time prior to the pre disciplinary conference to allow the member and/or the Union to conduct an

independent investigation in the matter.

Section 10.3 Corrective Action The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. Forms of disciplinary action are:

- A. Written warning
- B. Written reprimand
- C. Suspension without pay (at the option of the employee, and with the concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.)
- D. Reduction in pay
- E. Reduction in rank or classification
- F. Discharge

Section 10.4 Progressive Action The principles of progressive disciplinary action will normally be followed with respect to minor offenses. The progression, where appropriate, may include a written warning, a written reprimand, and a suspension for the same or related minor offenses prior to dismissal. In those instances where more severe discipline is warranted, the Employer may discipline the member according to the severity of the incident, up to and including termination/discharge. The Employer shall have the burden of proving the disciplinary penalty is appropriate.

Section 10.5 Pre disciplinary Meetings Upon completion of an investigation and prior to a pre disciplinary meeting with the Sheriff (or designee) a member will receive a written statement of proposed charges and be provided to access to all materials related to the investigation. At the pre disciplinary meeting, the charged bargaining unit member or the member's representative will be allowed to present a defense/response.

Pre disciplinary meetings will be conducted by the Sheriff (or representative). The employee may choose to:

- A. Appear at the meeting to present oral or written statements in their defense;
- B. Or appear at the meeting and have one (1) chosen representative present oral or written statements in defense of the employee; or
- C. Elect in writing to waive the opportunity to have a pre disciplinary meeting.

Failure to elect and pursue one of these three options will be deemed a waiver of the employee's rights to the pre disciplinary meeting.

At the pre disciplinary meeting, the Employee representative will ask the employee or the employee's representative to respond to the allegations of misconduct which were provided to the employee. At the meeting, the employee may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred. The employee shall provide a list of witnesses and the name and occupation of the employee's representative, if any, to the Employer prior to the pre disciplinary hearing. It is the employee's responsibility to notify witnesses that the employee desires their attendance at the hearing.

A written report will be prepared by the Employer representative. A copy of the report will be provided to the employee and the Union representative within seven (7) calendar days following the hearing. The Employer will decide what discipline, of any, is appropriate.

Section 10.6 Duration of Personnel Records of Disciplinary Nature All actions of record except oral reprimands, but including written reprimands or suspensions, may be maintained in each member's personnel file throughout the employee's period of employment, with the exception that records of suspension shall be removed from the employee's personnel file and shall cease to have force and effect or be considered in future disciplinary matters eighteen (18) months after their effective date, provided there are no intervening disciplinary actions taken during that time period. Written reprimands shall be removed from the employee's personnel file and shall cease to have force and effect or be considered in future disciplinary matters twelve (12) months after their effective date, provided there are no intervening disciplinary actions taken during that time period.

In any case in which a written reprimand, suspension, or dismissal is overturned on appeal or otherwise rendered invalid, all documents relating thereto will be removed from the personnel file of the member.

Section 10.7 Review of Personnel File Every member shall be allowed to review their own personnel file at any reasonable time upon written request to the Employer and in the presence of the Employer (or designated representatives).

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

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

Section 10.8 Appeal of Discipline Verbal and written reprimands may only be appealed through Step 2 of the grievance procedure. All other disciplinary actions may be appealed to arbitration. All discipline must be appealed within seven (7) calendar days after the employee and/or Union representative are served and have received an order of discipline.

Section 10.9 Seniority Any suspension imposed up to and including fourteen (14) days, shall not be deducted from the employee's seniority date

Section 10.10 Conduct of Investigation Any investigations, interviews, and disciplinary procedure shall be conducted in a professional manner. Discipline and/or corrective action shall be conducted in a private manner.

Section 10.11 Union Representation The employee shall have, if requested, the presence of a Union representative, any time during a disciplinary action, disciplinary investigation, or disciplinary interview of an employee. If the Union representative is not available immediately, the Employer and the Union representative shall agree to a time convenient for both parties. Such request may not unreasonably delay an investigation.

Section 10.12 Release of Personnel Records The Employer shall release only those records pertaining to personnel as are required by law.

Section 10.13 Polygraph If the Employer determines to utilize a polygraph or other mechanical devise as part of any internal investigation, such testing shall be done by a certified independent third party.

ARTICLE 11 WORK RULES AND INFORMATION ORDERS

Section 11.1 Authority to Promulgate Rules The Union recognizes the authority of the Employer to promulgate work rules, policies, standards of conduct, directives and general orders for the operation of the Sheriff's Office. The parties also recognize that the Sheriff's Office and all employees are subject to and responsible for the implementation of statutory and administrative rule provisions (e.g. jail standards) which may not necessarily be included in departmental rules, etc. The Union and employees recognize the responsibility of employees to abide by all Employer rules, regulations, work rules and orders and their responsibility to report to a superior officer or the Sheriff any violations of such.

Section 11.2 Copies to Employees The Employer agrees that new or revised work rules and directives shall, in the absence of extenuating circumstances or a necessary shorter time frame, be provided to members fifteen (15) days in advance of their implementation. All work rules or directives must be applied uniformly to all members in this bargaining unit. All employees will be provided with a copy of any work rules and orders and the copy that is provided shall be deemed the accepted rule, order or policy.

Section 11.3 Union Activity Subject to the limitations herein, the Employer recognizes the right of all bargaining unit members and all applicants for employment to be free to join the Union and to participate in lawful concerted Union activities. Therefore, the Employer agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal by the Employer against any bargaining unit member or any applicant for employment because of Union membership or

because of any lawful activity in an official capacity on behalf of the Union.

ARTICLE 12 SENIORITY

Section 12.1 Definition “Employer Seniority” shall be defined as the continuous uninterrupted length of service or employment as a full-time employee with the Harrison County Sheriff’s Office since the member’s last date of hire. “Rank Seniority” shall be defined as the continuous uninterrupted service or employment as a full-time employee in a rank covered by this Agreement from the date of last appointment to that rank. Service as a part-time employee shall not be credited as seniority. Employees shall not accrue seniority while on unpaid leaves of absence or suspension.

- A. The following conditions shall not constitute a break in continuous service.
 - 1. Absence while on approved leave of absence;
 - 2. Absence while on approved sick leave;
 - 3. Military leave; and
 - 4. A layoff of eighteen (18) months duration or less.

- B. The following conditions constitute a break in continuous service for which seniority is lost.
 - 1. Discharge or removal;
 - 2. Retirement;
 - 3. Layoff for more than eighteen (18) months;
 - 4. Failure to return to work within ten (10) calendar days of a recall from layoff;
 - 5. Failure to return to work at the expiration for approved leave of absence;
 - 6. A resignation or job abandonment; and
 - 7. Absent without leave for more than ten (10) working days.

Section 12.2 Seniority List The Employer shall annually prepare an “Employer” seniority list and “rank” seniority list setting forth the present seniority dates for all members in the bargaining unit, such list becoming effective on or after the date of execution of this Agreement. The criteria for determining the employee with more seniority among two (2) or more employees hired on the same date shall be a coin toss between the employees, or a drawing of lots. This list shall resolve all questions of seniority affecting employees covered under this Agreement. Disputes as to

seniority listing shall be resolved through labor-management meetings and must be presented by the Union or the employee within ten (10) calendar days after the seniority list is posted.

If such disputes are not resolved through labor-management meetings the Union may file a grievance. Such grievance must be filed within thirty (30) calendar days after the seniority list is posted.

ARTICLE 13 LAYOFF AND RECALL

Section 13.1 Layoff Notification The Employer may lay off employees for lack of funds or work, abolishment of positions. The Employer shall notify the Union and affected employees no less than thirty (30) calendar days in advance of the effective date of the layoff or job abolishment. The Union agrees to meet with the Employer to discuss layoffs. Either the Union or the Employer may request a meeting to discuss the layoffs.

Section 13.2 Layoff The Employer shall determine in which classifications layoffs will occur. Layoffs of bargaining unit employees will be by rank/classification. Employees shall be laid off within each rank/classification in the order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. Seniority shall be as set forth in Article 12.

Section 13.3 Displacement Displacement shall be by classifications within the Sheriff's Office, both outside and within the bargaining units. Employees who are in a higher classification may displace to a lower classification, provided the employee is qualified and has more service time as a full-time employee with the Office. Employees of the Sheriff's Office with more seniority/service time than the least senior employees in the bargaining unit covered by this Agreement may displace the less senior employees.

Section 13.4 Recall Notification The Employer shall provide written notice of recall to the affected employees to the employee's last known address. It shall be the responsibility of each employee to keep the Sheriff's Office informed of his current residence or mailing address. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Laid off employees shall notify the Employer of any temporary absence from their regular address. The Employer agrees that an employee's recall rights shall continue until said employee is contacted and until fourteen (14) days have lapsed from contact or the employee has been contacted and the employee does not respond or declines the offer of reinstatement.

Section 13.5 Time Limits for Recall The laid off employee shall have fourteen (14) calendar days after mailing or dispatching of said notification in which to exercise the rights to recall. After the expiration of this time, the next employee in line on the recall roster shall be notified in accordance with the above paragraph and be given the right to recall.

The employee who has been properly notified by the Employer must report to work within seven (7) days from the date of receipt of the notification or from the expiration of the fourteen (14) day notification period, unless a longer period is provided by the Sheriff. Employees who fail to report for work as specified above shall forfeit their recall rights and the next employee in line on the recall list shall be notified. Laid off employees shall have recall rights for eighteen (18) months from the effective date of layoff.

Section 13.6 Probationary Period Recalled employees shall not serve a probationary period upon reinstatement, except that employees who have served less than one half of their probationary period and were serving a probationary period at the time of lay-off shall be required to begin a new probationary period.

Section 13.7 Appeal Any appeal regarding a layoff, reasons for a layoff, or displacements shall only be through the grievance and arbitration procedure of this Agreement beginning at Step Two. Appeals to grievance procedure must be made within ten (10) calendar days the employee is notified of layoff or displacement.

ARTICLE 14 PROBATIONARY PERIOD

Section 14.1 Requirement To Serve Probationary Period Every newly hired employee or employee appointed to a position in one of the bargaining units covered by this Agreement shall be required to successfully complete a probationary period. This probationary period requirement shall apply to all individuals hired or employed regardless of prior service with the Sheriff's Office and regardless of time spent as a part-time deputy sheriff.

Section 14.2 Length of Probationary Period The probationary period shall begin on the first day as an employee receives compensation from the Employer and shall continue for a period of one (1) calendar year. A probationary employee who has lost work time due to illness or injury for more than ten (10) workdays shall have the probation period extended by the length of the illness or injury.

Section 14.3 Probationary Period on Promotions to Rank of Sergeant Current employees promoted by the Sheriff to the rank of sergeant shall serve a probationary period of six (6) months from the date the employee begins to receive compensation as a sergeant. The employee may be reduced in rank and pay at any time during the probationary period and have no right to appeal the probationary reduction.

Section 14.4 Appeals by Probationary Period Employees A new hire probationary employee may be terminated and/or an employee promoted may be returned to their former rank any time during his the probationary period and shall have no right to appeal of the termination or other discipline under the grievance procedure of this Agreement or to any other forum. Upon written request by the employee, the Sheriff's Office will provide a statement regarding the probationary

employee's termination. In all non-disciplinary matters, probationary employees are entitled to union representation including the grievance procedure.

**ARTICLE 15
HEALTH INSURANCE**

Section 15.1 Medical Insurance The Employer shall offer group medical insurance coverage for each employee. It is agreed and understood that the schedule of benefits for employees shall be as set forth in the health plan offered by the County including all conditions and payments specified or required by individual carriers/providers of the health insurance plan. If the County offers any other type of insurance for employees of the county (i.e., Dental and Vision) and then it will offered to the bargaining unit of this contract.

It is further agreed and understood that during the term of this Agreement individual carriers/providers may, through no fault of the County, Union, or employees, cease or modify coverage. It is further agreed and understood that the Employer may modify the terms of the insurance coverage and may reduce coverage levels if such reductions are made to maintain or reduce costs. Additionally, it is agreed and understood that during the term of this Agreement, specific carriers/providers under the plan may unilaterally institute or modify payments or conditions which modifications will be required for subscription to the plan provided by that carrier/provider. Furthermore, modifications to co-payments and/or deductibles under the County shall not be deemed a modification of coverage.

Section 15.2 Premiums Employees within the bargaining unit shall pay as follows for the duration of this agreement:

YEARS	FOR FAMILY COVERAGE	FOR SINGLE COVERAGE
2019	\$90.00/MONTH	\$00.00/MONTH (Free Insurance)
2020	\$90.00/MONTH	\$00.00/MONTH (Free Insurance)
2021	\$90.00/MONTH	\$00.00/MONTH (Free Insurance)

**ARTICLE 16
UNIFORMS AND EQUIPMENT**

Section 16.1 Uniforms Bargaining unit members may secure uniforms and equipment as required by the policy of the Sheriff's Office, and to replace any portion of the uniform that is damaged or shows wear, and approved by the Sheriff. Purchases shall be made through a line of credit or the purchases shall be made from approved vendors through the procedure established by the Employer. Uniforms and equipment purchased by the Employer shall be returned to the Employer. Upon employment an employee shall be furnished a complete uniform as provided for the Sheriff's Office "Uniform Dress Code," excluding shoes, T-shirts, socks and underwear.

Section 16.2 Maintenance of Uniforms It shall be the responsibility of the employee to maintain all uniform items and be in proper uniform at all times when on duty or as otherwise required by the Sheriff. Uniforms shall be worn and maintained according to the standards established by the Sheriff and according to the rules and regulations of the Sheriff's Office.

ARTICLE 17 HOURS OF WORK

Section 17.1 Purpose 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. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or work week for the purpose of promoting efficiency, improving services, or establishing the work schedules of employees.

Section 17.2 Work Period The work period shall be a fourteen (14) calendar day period established by the County. All Bargaining unit members are paid for a lunch break, it may be required that members remain on duty or remain on station depending on call volume.

Due to ORC 5507 1 05 (Minimum Staffing) Dispatcher are not permitted to leave for their lunch break.

ORC 5507 1 05 Minimum Staffing

A minimum of two telecommunicators must be on duty and available to receive and process calls at all times for 911 systems with automatic rollover to a secondary PSAP fulfills this obligation. The PSAP shall ensure employment of a sufficient number of telecommunicators to allow for prompt receipt and processing of emergency calls in accordance with established call answering standards. The PSAP may participate in a virtual PSAP system where calls are automatically routed to one of multiple facilities within the system.

Section 17.3 Overtime All employees in the bargaining unit who actually performed work in excess of eighty (80) hours in the work period, shall receive one and one-half (1 ½) times the employee's regular straight time rate. Overtime shall be paid in either wages or compensatory time. Employees may accumulate compensatory time to a maximum of sixty (60) hours. Annually in December the Sheriff may convert unused, accumulated compensatory time to a cash payment to be paid during the first pay period of December provided funds are available. Compensatory time balances of employees shall be paid for the actual hours accumulated and paid at the current pay rate.

Overtime, in order to be compensated under this Article, must have prior approval of the Sheriff (or designee). Employees must indicate, in writing when the overtime is approved and reported, their choice of either compensatory time or wages.

Section 17.4 Pyramiding There shall be no pyramiding of pay for the same hours worked or

paid.

Section 17.5 Court Time Employees who are required to report on their off-duty time to Court will receive a minimum of two (2) hours credit or their actual time, (whichever is greater) and be compensated under the provisions of this Article.

Section 17.6 Call-in Time Employees who are required to report on their off-duty time to report to work will receive a minimum of two (2) hours credit or their actual time, (whichever is greater) and be compensated under the provisions of this Article.

ARTICLE 18 HOLIDAYS

Section 18.1 List of Holidays

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving
10. Christmas

Holidays shall be as follows:

- January 1st
- Third Monday in January
- Third Monday in February
- Fourth Monday in May
- July 4th
- First Monday in September
- Second Monday in October
- November 11th
- Fourth Thursday in November
- December 25th

Section 18.2 Pay for Work on Holidays/Personal Days All bargaining unit members shall receive eight (8) hours of straight time pay for the holidays listed in Section 18.1 above. In addition to eight (8) hours holiday pay, Employees who actually work on a holiday shall receive one and one-half (1-1/2) times their regular rate of pay for all hours worked during that tour of duty.

Section 18.3 Rescheduled Holidays Bargaining unit members who actually work on Christmas and/or Thanksgiving days, in addition to the premium pay (listed in section 18.2 above) shall be entitled to reschedule a day off at a later date upon the approval of the Sheriff within sixty (60) calendar days of the holiday. Members must work the last scheduled day before as well as the last scheduled day following the holiday in order to receive the day off under this section.

Section 18.4 Effective January 1st of each year each employee shall receive two (2) personal days. New employees hired between January 1st and July 1st shall be entitled to two, (2), personal days. New employees hired between July 2nd and December 31st shall be entitled to one, (1), personal day. Personal days must be used in the calendar year received and cannot be carried over from one year to the next. Unless the request is because of an emergency, any request to use a personal day must be made to the Sheriff forty-eight (48) hours in advance. The Sheriff shall not unreasonably deny the employee's request.

Section 18.5 In addition, bargaining unit members will be entitled to any additional holiday declared by the Commissioners as a holiday for all County employees.

ARTICLE 19 VACATION LEAVE

Section 19.1 Accrual Schedule Employees shall earn vacation leave according to their total number of years of service with the Employer as follows:

- A. One (1) through seven (7) completed years of service: Eighty (80) hours (to a maximum of 3.1 hours accumulation per pay period);
- B. Eight (8) through fourteen (14) completed years of service: One hundred twenty (120) hours (to a maximum of 4.6 hours accumulation per pay period);
- C. Fifteen (15) through twenty-four (24) completed years of service: One hundred sixty (160) hours (to a maximum of 6.2 hours accumulation per pay period);
- D. Twenty-five (25) or more completed years of service: Two hundred (200) hours (to a maximum of 7.7 hours accumulation per pay period)

The Sheriff may grant a new employee all or a portion of his/her prior service credit previously accumulated in law enforcement, to count for vacation leave accumulation.

Section 19.2 Accrual/Pay Status The vacation leave accrual will increase after the completion of the years according to the formulas set forth above. Employees in their first year of employment shall not be eligible for vacation leave. Vacation leave accrues while an employee is in an active pay status. Accrual shall be by pay period according to the formula set forth in section 19.1. No vacation is earned while an employee is in no pay status. Prorated vacation credit is given for any part of a pay period. An employee with less than one (1) year of service is not entitled to vacation credit, but is credited with eighty (80) hours on their first year anniversary of employment.

Section 19.3 Requests For Vacation Leave The employee may submit a request for vacation indicating first and second choice. Requests for vacation must be made thirty (30) days prior to the starting day of the vacation. The employee shall be notified seven (7) working days after the vacation dates were submitted, whether the vacation was approved, or disapproved. Such requests shall be honored on the basis of the employee's seniority with the Employer, if vacation requests are submitted thirty (30) days or more, prior to the vacation date. Vacation shall not be involuntarily scheduled.

Section 19.4 Change of Vacation Leave/Hospitalization Any employee hospitalized while on

vacation shall, upon request and upon submission of sufficient evidence of the hospitalization, be entitled to change their vacation status to sick leave for all days hospitalized and any subsequent days necessary for recovery. Upon submission of the request with evidence, any vacation charged to the employee for the duration of the illness shall be restored to the employee's credit.

Section 19.5 Conversion of Vacation Leave Upon separation in good standing or an employee's death, the accrued unused vacation leave shall be paid to the employee (or the employee's estate, if applicable).

ARTICLE 20 SICK LEAVE

Section 20.1 Use of Sick Leave Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure of the employee to a contagious disease communicable to other employees; 3) serious illness, injury or death in the employee's immediate family where the employee's presence is necessary; and/or 4) reasonable doctor and dentist appointments for employees when such examinations cannot be scheduled during the employee's non-work hours, and, for immediately family members when the employee's presence is reasonably necessary.

Section 20.2 Sick Leave Accumulation All employees shall earn sick leave at the rate of four and six tenths (4.6) hours for each completed eighty (80) hours pay period to a maximum of 4.6 hours per pay period. Employees may accumulate sick leave to an unlimited amount. Employees may only use sick leave accrued with the Harrison County Sheriff's Office unless the Sheriff, (who has sole discretion) permits an employee to carry over a portion of their prior sick leave from another public employer.

Section 20.3 Notification An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least two (2) hours before the start of a work shift.

Section 20.4 Approval of Sick Leave The sick leave must be documented on a sick leave form within forty-eight (48) hours after use and must be approved by the Sheriff (or designee.) Signature of the employee's shift supervisor must be on the form.

Section 20.5 Proof of Sick Leave Before an absence may be charged against accumulated sick leave, the Sheriff (or designee) may require such proof of illness, injury or death as may be satisfactory to the Sheriff, or may require the employee to be examined by a physician designated by the Sheriff and paid by the Employer. In any event, if an employee is absent for three (3) or more consecutive work days, the Employer may require an employee to supply a physician's report to be eligible for paid sick leave.

In the event that upon such proof as is submitted or when the Sheriff finds there is not satisfactory evidence of illness, injury, or death sufficient to justify the employee's absence, such leave may

be considered an unauthorized leave and shall be without pay.

Section 20.6 Return to Duty After Use of Sick Leave The Sheriff (or designee) may require an employee who has been absent due to personal illness or injury, prior to and as a condition of return to duty, to be examined by a physician designated and paid by the Employer. The employee may be required to establish the ability to perform the material and substantial duties of the position and that the return to duty will not jeopardize the health and safety of other employees.

Section 20.7 Immediate Family The use of sick leave due to illness or injury in the immediate family, shall be where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member. "Immediate family" shall be defined to include the employee's spouse, children, step-children, and parents.

Section 20.8 Bereavement Leave Bargaining unit employees shall be entitled up to five (5) days Bereavement Leave to attend the funeral of any of the following related individuals: Husband, Wife, Child(ren), Mother, Father, Sister and Brother, and up to three (3) days for step-parents, step-child, grand-parents, grand-child, mother-in-law father-in-law, sister-in-law, brother-in-law, daughter-in-law and son-in-law. Additional leave to attend to family matters may be requested from vacation, holiday, or comp time leaves.

The bereavement leave shall be a paid leave without a deduction from sick leave. Sick leave may be used for bereavement leave when the benefits of this section have been used.

Section 20.9 Sick Leave Conversion Upon Retirement Upon retirement under the Public Employees Retirement System employees may convert one-fourth of their accumulated sick leave to a maximum amount of conversion of 240 hours at the employee's rate of pay at the time of retirement or death. Additionally, to be eligible for sick leave conversion at retirement the employee must have worked for the Sheriff's Office at least ten (10) years immediately prior to retirement with no break in service. Upon conversion of sick leave all hours of accumulated sick leave will be deemed waived. No employee may have more than one conversion from the County.

The application for the sick leave conversion payment must be made in writing, signed by the employee at the time of retirement. The conversion will be distributed to the employee not later than 30 days after the employee's retirement date. Payment shall be based on the employee's hourly rate of pay at the time of retirement.

Upon death of an employee the employee's estate shall receive the conversion set forth in this section.

Section 20.10 Family Medical Leave Employees may request and be granted time off without pay pursuant to the Family Medical Leave Act of 1993, as amended. Such time off without pay shall not exceed twelve (12) weeks in any twelve (12) month period. Leave under this provision shall be computed when first approved. During such leave the employee shall continue to receive health care insurance.

ARTICLE 21 MEDICAL EXAMINATIONS

Section 21.1 Examinations - General Examination of employees to determine their ability to perform the material and substantial duties of their position and assignment may be required of employees. Examinations shall be required for employees when ordered by the Sheriff (or designee.) Examinations may be either periodic or as the Employer (or designee) require.

Section 21.2 Health and Safety Examinations are intended to guard the health and safety of employees and will be ordered only when necessary, as a precautionary measure, periodically to ensure the health of employees or when, in individual situations, the Employer has reasonable concern for an employee's ability to perform the material and substantial duties of their position.

Section 21.3 Examinations The Employer may require an employee to take an examination, conducted by a licensed practitioner, to determine the employee's physical or mental capability to perform the material and substantial duties of the employee's classification. If found not qualified, the employee may request available sick leave or vacation or medical leave without pay. The cost of such examination shall be paid by the County. If the employee disagrees with said determination the employee may choose to be examined by another physician at the employees' expense. If the two (2) reports conflict a third opinion shall be rendered by a neutral physician chosen by the first two (2) physicians whose decision which shall be binding and shall not be appealable to the grievance procedure. The neutral physician's cost shall be borne by the Employer.

Section 21.4 Inability To Perform If an employee, after a medical examination, is found to be unable to perform the material and substantial duties of their position, then the employee may utilize accumulated unused sick leave or other leave benefits (including but not limited to worker's compensation, if eligible). If an employee applies for disability retirement benefits, the Employer will support that application. However, this provision may not be considered an admission or agreement for workers' compensation benefits.

Section 21.5 Return Within one (1) year of disability separation an employee may request return to service. Employees requesting return from disability separation must submit documentation of their ability to perform the material and substantial duties of their classification. The Employer may require an examination prior to return to work. Return to service will be subject to available, vacant positions.

Section 21.6 Requirements Refusal of an employee to submit to an examination will be considered as insubordination and shall be grounds for discipline which may include dismissal.

Section 21.7 Cost Of Examinations Any costs for examination required by the Employer shall be paid by the Employer. Employees shall have the right to submit examination reports to the Employer which would respond to the questions of an employee's ability to perform the material and substantial duties of their position.

ARTICLE 22
LEAVES OF ABSENCE/MILITARY LEAVE

Section 22.1 Leave Of Absence The Employer, at its discretion, may grant a leave of absence without pay to any employee for a maximum duration of three (3) months for any personal reasons of the employee. Such a leave may be renewed or extended beyond three (3) months at the sole discretion of the Sheriff.

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. Denial of leaves shall not be appealable to the grievance procedure. 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 22.2 Military Leave Military leave shall be provided to employees in a manner consistent with federal and state laws governing military leave usage.

ARTICLE 23
SPECIAL DUTY

Section 23.1 The Employer shall rotate assignments and/or off duty employment opportunities among all eligible and qualified fulltime deputies of the Office. The Employer shall maintain a list of eligible deputies and hours worked and refused by each bargaining unit member. Opportunities for special assignment and/or off duty employment will be offered to fulltime deputies prior to being offered to part-time employees. Effective upon signing this Agreement, the pay rate for special details shall be fifty cents (\$.50) an hour above the current step in the employees' classification.

Any individual who refuses a special work assignment shall be credited with the amount of time refused. Any violation of an equal opportunity to work assignments under this section shall be corrected at the next work opportunity. All opportunities under this article shall be subject to the qualification procedures and assignment procedures established by the Sheriff.

The parties agree that any extra duty/special duty performed by a bargaining unit member under this Section shall not be considered as overtime. This Section does not apply to other part-time "non-law enforcement type" employment an employee may work during off-duty hours. This Section of this Article shall not be subject to the grievance procedure above Step 2.

Section 23.2 The parties agree that the Employer may continue to utilize special deputies for special details, such as parades, fairs, special traffic control, scheduled educational events, and declared emergencies in which regular forces are not deemed adequate to fulfill the Employer's

mission.

Special deputies may work with a bargaining unit member to assist the member. Special deputies may work alone or “instead” of bargaining unit members doing bargaining unit work up to a maximum of fifty (50) hours per month.

ARTICLE 24
SHIFT DIFFERENTIAL, LONGEVITY & TAC/ATAC

Section 24.1 Shift Differential for each full-time Sheriff’s Office bargaining unit member shall be entitled to a shift differential of twenty-five cents (\$.25) per hour for all hours actually worked during the designated afternoon shift and midnight shift. In the last year (April of 2021) all shift differential will go to thirty cents (\$.30) per hours actually worked.

Section 24.2 Longevity pay shall be paid as follows:

<u>Amount per month</u>	<u>Years of Service</u>
\$20.00	after 3
\$25.00	after 6
\$30.00	after 9
\$35.00	after 12
\$40.00	after 15
\$45.00	after 18
\$50.00	after 21
\$55.00	after 24
\$65.00	after 27

For purposes of longevity, an employee’s anniversary date, (date of hire) shall be utilized for calculation of longevity amounts. Longevity amounts shall be annualized based upon the anniversary date and shall be divided by 2080 hours to convert longevity to hourly rate. Thereafter, this hourly rate shall be added to the employee’s base compensation rate to equal that employee’s adjusted base compensation rate.

Section 24.3 Any employee selected by the Employer (or designee), to perform the duties of the Terminal Agency Coordinator (TAC), or Assistant (ATAC) shall receive an additional one dollar (\$1.00) per hour for all hours actually assigned and working as the TAC/ATAC.

ARTICLE 25
DURATION, ENTIRE AGREEMENT

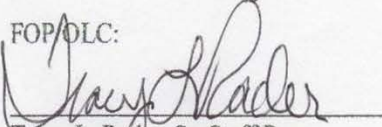
Section 25.1 Duration The provisions of this Agreement unless otherwise provided for herein, shall become effective upon execution by the parties, and shall remain in full force and effect until 11:59 p.m., on March 31, 2022. Notice to modify or terminate this Agreement shall comply with O.R.C. Chapter 4117 and the Ohio Administrative Code § 4117-1-02

Section 25.2 Subsequent Negotiations If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date of this Agreement.

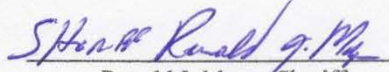
Section 25.3 Entire Agreement The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties hereto after the exercise of those rights and opportunities set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union, and all prior agreements, practices, and policies concerning the subject matter provided for herein, either oral or written, are hereby canceled.


Section 25.4 Signatures In witness whereof, the parties have executed this Agreement as of
the 17th day of June, 2019, in Harrison County, Ohio.

FOP/DLC:

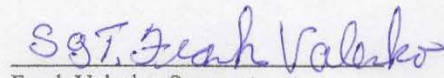

Tracy L. Rader, Sr. Staff Rep.

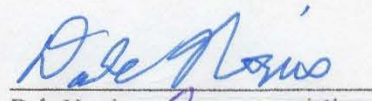
HARRISON COUNTY SHERIFF


Ronald J. Myers, Sheriff


Shawn Hardwick, Dispatcher
Committee Chairman

HARRISON CTY. COMMISSIONERS:


Frank Valesko, Sergeant
Committee Member


Dale Norris, Commissioner


Anthony Sedgner, Deputy
Committee Member

Paul Coffland, Commissioner


Don Bethel, Commissioner, Chase man of Bd

APPROVED AS TO FORM:


T. Owen Beetham, Prosecuting Attorney

**APPENDIX
WAGES**

The following are the wage charts for the fulltime employees covered by this Agreement. These rates will become effective the first full pay period in April 2019 after execution (signing) of this Agreement in 2019 and annually thereafter (in the first full pay period in April each year). Increases in steps will be in the first full pay period following the employee's anniversary date of hire. Service for wage rates will be the service time an employee has with the Harrison County Sheriff's Office except that the Sheriff may, at his discretion, commence a deputy sheriff at the one-year rate.

<u>Wage Scale for Deputy Sheriffs</u>	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
0-1 Year	\$21.23	\$21.87	\$22.53
>1 Year	\$22.54	\$23.22	\$23.92

<u>Wage Scale for Sergeants</u>	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
0-6 Months	\$22.99	\$23.68	\$24.59
6 Months +	\$24.33	\$25.06	\$25.81

<u>Wage Scale for Dispatchers</u>	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
0-1 Year	\$18.97	\$19.54	\$20.13
>1 Years	\$19.86	\$20.46	\$21.07
>6 Years	\$20.91	\$21.53	\$22.18