



2021 – 2023 Agreement Between Licking County Sheriff's Office and OPBA  
Final Agreement

01/24/2022  
1345-04  
20-MED-09-1044  
41352

# **AGREEMENT**

**BETWEEN THE**

**LICKING COUNTY SHERIFF'S OFFICE**

**AND THE**

**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**

**SERGEANTS**

**FINAL AGREEMENT**

**EFFECTIVE JANUARY 1, 2021 THROUGH DECEMBER 31, 2023**

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**ARTICLE 1                                   AGREEMENT**

This Agreement is made and entered into at Newark, Ohio effective the first day of January 2021, by and between the Licking County Sheriff's Office, hereinafter referred to as the "Employer," and the Ohio Patrolmen's Benevolent Association ("OPBA") referred to as the "Union," the representatives of the employees of the bargaining units hereinafter referred to as "members" or "employees."

**ARTICLE 2                                   PURPOSE**

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

**ARTICLE 3                                   CONFLICT, AMENDMENT, PRACTICE, AND SEVERABILITY**

**Section 3.1 Conformity** This Agreement is meant to conform to, and should be interpreted in conformation with the Constitution of the United States, the Constitution of the State of Ohio, and all applicable federal and state laws and regulations. Should any provision or provisions of the Agreement be invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect.

This Article shall not be interpreted to add substantively to any other section of this Agreement or to specifically incorporate into this Agreement any matter not otherwise covered herein.

In the event of invalidation of any portions of the Agreement by a court of competent jurisdiction, and upon written request of either party, the parties to this Agreement shall meet at mutually convenient times in an attempt to modify the invalidated provisions by good faith negotiations.

Amendments and modifications of the Agreement may only be made by mutual written agreement of the parties to this Agreement.

**Section 3.2 Application of Civil Service Law** Except as expressly otherwise provided in this Agreement, or specifically excepted from the scope of collective bargaining by the provisions of Revised Code Chapter 4117, no section of the civil service laws contained in Revised Code Chapter 124 and the Administrative Code shall apply to employees in the bargaining units.

**ARTICLE 4                                   GRAMMAR**

**Section 4.1** 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 not to be interpreted to be discriminatory by reason of sex.

**ARTICLE 5 MANAGEMENT RIGHTS**

**Section 5.1 Rights of Management** The Union recognizes and accepts the right and authority of the Employer to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as:

- A. To determine the functions and programs of the Employer;
- B. To determine the standards of services to be delivered;
- C. To determine the overall budget;
- D. To determine how technology may be utilized to improve the Employer's operations;
- E. To determine the Employer's organizational structure including the right to abolish or create positions;
- F. To direct, supervise, evaluate or hire employees;
- G. To maintain and improve the efficiency and effectiveness of the Employer's operation;
- H. To determine the overall methods, process, means or personnel by which the Employer's operation are to be conducted;
- I. To suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
- J. To determine the adequacy of the work force;
- K. To determine the overall mission of the Employer as a unit of government;
- L. To effectively manage the work force; and
- M. To take actions necessary to carry out the mission of the Employer as a governmental unit.

**Section 5.2 Functions of Employer** 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 exclusive function of the Employer.

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

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

**ARTICLE 6 UNION RECOGNITION**

**Section 6.1 Bargaining Units** The Employer hereby recognizes the OPBA as the sole and exclusive bargaining agent for the purpose of collective bargaining in this bargaining agreement for those employees in the bargaining unit certified in SERB Rep. Case 2017-REP-09-0094 existing within the Sheriff's Office in the following classification:

**INCLUDED:** All full-time uniformed sworn and non-sworn personnel in the rank of Sergeant.

**EXCLUDED:** All full-time sworn deputy Sheriffs and personnel in the rank of Lieutenant and above, all management level employees, confidential employees, seasonal and casual employees, Sheriff, and employees not sworn in accordance with O.R.C. 311.04.

**Section 6.2 Exclusions** Notwithstanding the provisions of this Article, management, confidential, supervisory, part-time, casual, temporary and seasonal employees, and employees not meeting the definition of "public employee" under Chapter 4117 of the Revised Code, and all other employees in classifications not listed in classifications specified in this Article shall not be included in the bargaining unit.

**ARTICLE 7 DUES DEDUCTION**

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

**Section 7.2 Authorization** The Employer agrees to deduct regular Union membership dues once each month from the pay of any employees in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which the authorization was received by the Employer.

**Section 7.3 Indemnification of Employer** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues and fair share fees. The Union hereby agrees that it will hold the Employer harmless from any claims, actions, or proceedings by an employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 7.4 Cessation of Deduction** The Employer shall be relieved from making such individual dues "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one (1) covered by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) revocation of the check-off authorization; or (6) resignation by the employee from the Union.

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**Section 7.5 Legality of Deduction** The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount. Notwithstanding the provisions of this Article or this Agreement all fair share fee provisions shall be subject to applicable and subordinate to federal and state law and rules of the State Employment Relations Board.

**Section 7.6 Notification of Changes** The rate at which dues are to be deducted shall be certified to the payroll clerk by the treasurer of the Union during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

**Section 7.7 Written Authorization** Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

**Section 7.8 Payment to OPBA** All dues and fees collected shall be paid over by the County, once each month to the OPBA. The County Employer will not charge the OPBA any fee for collecting these monies.

**Section 7.9 Insufficient Wages** The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

**ARTICLE 8 NO STRIKE/NO LOCKOUT**

**Section 8.1 Strikes Prohibited** During the term of this Agreement, the Union shall, in the event any employee(s) engage in an unauthorized or illegal job action or strike, do whatever it can to prevent or stop unauthorized acts, including the preparation of a letter addressed to the Employer stating "the strike action is not sanctioned and all employees should return to work immediately," signed by the ranking Union officer of the Local.

**Section 8.2 Violations** In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 1 of this Article are subject to discipline or discharge by the Employer.

**Section 8.3 Lockout Prohibited** During the term of this Agreement, the Employer shall not cause, permit, or engage in any lockout of its employees unless those employees shall have violated Section 1 of this Article.

**Section 8.4 Available Remedies** Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

**ARTICLE 9 LABOR/MANAGEMENT COMMITTEE**

**Section 9.1 Purpose** It is the desire of the Employer and the Union to maintain the highest standards of safety and professionalism in the Sheriff's Office.

**Section 9.2 Committee** The Employer and the Union shall each appoint up to three (3) members to the Labor/Management Committee. This committee will meet upon written request and no more often than quarterly, unless by mutual agreement, to discuss any issues which either party wishes to raise relating to the Sheriff's Office. Neither party has an obligation to act upon the issues raised.

**Section 9.3 Meetings** If the meeting occurs during regularly scheduled work time, committee members will be granted time off with pay for the normal schedule when meeting jointly with management but in no event shall an employee receive overtime.

**Section 9.4 Agenda** At least twenty-four (24) hours before every meeting of the Committee the Employer and the Union representatives will each deliver an agenda and a list of those individuals expected to attend to each other covering all matters proposed to be discussed. The Employer or Union may, but is not obligated to discuss any matter not listed on an agenda.

**ARTICLE 10 GRIEVANCE PROCEDURE**

**Section 10.1 Grievance Policy** The Employer and the Union 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. Such procedure shall be available to all employees and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure in good faith.

The Union understands and agrees that the filing of frivolous grievances can be disruptive of good labor management relations and affirms that it will discourage the filing of frivolous grievances. The Union agrees that it will attempt to discuss with a grievant the validity of the grievance to determine whether or not a grievance is frivolous.

**Section 10.2 Grievance Defined** The term "grievance" shall only mean an allegation that there has been a breach, violation, misinterpretation, or improper application of this Agreement or disciplinary action (a claim arising as the result of time off with loss of pay). It is not intended that the grievance procedure be used to effect changes in this Article of this Agreement, nor those matters not covered by this Agreement.

**Section 10.3 Qualifications** A grievance may be initiated by the Union, an aggrieved bargaining unit employee, or a group of employees. Any grievance initiated by the Union will list those members that the Union has reason to believe are affected. Grievances initiated by the Union may be initiated at Step 2 of the grievance procedure, subject to the time limits of Step 1, if the grievance affects members in more than one (1) division of the Office.



**Section 10.4 Grievance Form** All grievances must contain the following information and must be filed when filing is required using the grievance form mutually agreed upon by both parties. The grievance document shall identify:

- A. aggrieved employee's name
- B. date grievance was first discussed and the name of the supervisor with whom the grievance was discussed;
- C. if appropriate, date and time grievance occurred;
- D. if appropriate, the location where the grievance occurred;
- E. a description of the circumstances or incidents giving rise to the grievance;
- F. specific provisions of the Agreement violated; and
- G. desired, specific remedy to resolve the grievance.

The grievance form shall contain space for each party required to initiate action or to respond, to indicate the time limits for action, response or decision. All entries on the form shall be dated.

**Section 10.5 Establishment of Grievance Representatives** The Union may designate not more than two (2) grievance representatives. The Union shall notify the Sheriff in writing of the names of the grievance representatives, within thirty (30) days of their appointment.

**Section 10.6 Grievance Process**

**Step 1. Division Commander**

A member having an individual grievance will first attempt to resolve it informally with his immediate non-bargaining unit supervisor (the person who is lowest in line of authority above a grievant and who is not in any bargaining unit, e.g., the lieutenant or captain in his or her chain of command). A member-grievant shall attempt informal resolution with his immediate non-bargaining unit supervisor. The grievance must be filed within fourteen (14) calendar days following the events or circumstances giving rise to the grievance having occurred or becoming known to the grievant; however, in no event shall the grievance be filed more than twenty-one (21) days after the occurrence of the events or circumstances giving rise to the grievance. The employee shall have the burden to prove his lack of constructive or actual knowledge of the occurrence of the events or circumstances giving rise to the grievance. Grievances brought to the attention of the supervisor beyond the time limits set out in this section shall not be considered. A supervisor shall provide the member a written response, within seven (7) calendar days of the submission of the grievance.

A grievance representative may accompany the grievant should the latter request his attendance. If a supervisor grants a grievance, written acknowledgement of granting such grievance must be furnished.

**Step 2. Chief Deputy**

Should the member-grievant not be satisfied with the answer in Step 1, within seven (7) calendar days of the receipt of the answer, he may appeal the grievance by delivering a copy of the

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Grievance Form attached to any written response at the prior Step and any other pertinent documents to the Chief Deputy or his designee. The Chief Deputy or his designee shall date the form, accurately showing the date his office received the Form.

Within seven (7) calendar days of his receipt of the Grievance Form, the Chief Deputy shall schedule and conduct a meeting to discuss the grievance with the grievance representative or his designee and the member-grievant. The Chief Deputy may bring any appropriate witnesses. In the meeting called for at this Step, the Chief Deputy shall hear a full explanation of the grievance and the material facts relating thereto.

Within seven (7) calendar days of the meeting at this Step, the Chief Deputy shall submit to the grievance representative and the member-grievant his written response to the grievance.

**Step 3. Sheriff**

Should the member-grievant not be satisfied with the answer in Step 2, within seven (7) calendar days of receipt of the answer he may appeal the grievance to Step 3 by delivery of a copy of the Grievance Form, containing the written responses at the prior Steps and any other pertinent documents, to the Sheriff or his designee. The Sheriff or his designee shall date the Form, accurately showing the date his office received the Form.

Within seven (7) calendar days of his receipt of the Grievance Form, the Sheriff or his designee shall schedule and conduct a meeting to discuss the grievance with the grievance representative or his designee and the member-grievant. The Sheriff or his designee may bring any appropriate witnesses.

In the meeting called for at this Step, the Sheriff or his designee shall hear a full explanation of the grievance and the material facts relating thereto.

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

**Step 4. Arbitration**

If the member-grievant is not satisfied with the answer in Step 3, within twenty-one (21) calendar days of receipt of the answer, the Union may appeal to arbitration by serving a notice of appeal on the Sheriff or his designee.

Unless the parties mutually agree to the selection of an arbitrator within seven (7) calendar days of receipt of intent to file under the grievance arbitration procedure, the Employer or the Union shall by letter, solicit seven (7) nominations of an arbitrator with a business address in Ohio to hear the case from the Federal Mediation and Conciliation Service. Upon receipt of the list, either party may reject the entire list and a new list will be requested. Within fourteen (14) calendar days of receipt of a list not rejected or the second list, each party shall alternatively strike names until one (1) remains. The name remaining will be the arbitrator. If for any reason the arbitrator selected is unavailable, a new list will be requested from F.M.C.S. and this same procedure will be followed.

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A date for arbitration shall be set as soon as possible in accordance with the wishes of the Employer, the Union, and the availability of the Arbitrator.

The parties may be represented by their representatives or legal counsel. Any witnesses who are necessary may attend the arbitrator's hearing. Such representatives as are permitted in this Article may also attend this hearing.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of the Agreement, nor add to or subtract from or modify the language therein arriving at his determination.

The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such rights originated. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or suspension, the arbitrator shall have the authority to disaffirm entirely or other modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to no earlier time than the pay period prior to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is arbitrable, the alleged grievance will be heard on its merits before the same arbitrator. The arbitrator shall reduce his award to writing and state his reasons for reaching the decision.

The decision of the arbitrator shall be final and binding upon the Union, the employee(s) and the Employer. The fees of an arbitrator shall be borne by the losing party unless the arbitrator disaffirms a portion of the disciplinary action whereupon the fees of the arbitrator shall be divided equally between the parties.

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

**Section 10.7 Pre-arbitration Process** Either party may request, in writing, a pre-arbitration meeting and a meeting shall be conducted. Such meeting shall be for the purpose of meeting to discuss the merits of the grievance, to exchange lists of witnesses (with a description of testimony expected), and to exchange copies of any documents expected to be used in the arbitration hearing. Requests for such meeting shall be in writing and presented/served on the other party at least thirty (30) calendar days after the Step 3 written answer. A meeting shall be scheduled for a date no later than fourteen (14) days after receipt of request for a pre-arbitration meeting, unless the parties agree otherwise.

**Section 10.8 Time Off for Presenting Grievances** Grievants and grievance representatives shall not receive overtime pay to engage in grievance procedures provided for herein; however, grievance meetings at Step 2 and Step 3 shall be held at hours reasonably related to the grievant's shift preferably during or immediately before or after his working hours as approved by the management representative.

**Section 10.9 Time Limits** It is the intention of the parties that all time limits in the above grievance procedure shall be met. To the end of encouraging thoughtful responses at each Step, however, the Union and the Sheriff's designated representative may mutually agree, at any Step, to short time extensions of any time limit. Any such agreement must be in writing and signed by both the parties. Similarly, any Step in the grievance procedure may be skipped by mutual consent. In the absence of such mutual extensions, the grievant may, at any Step where a response is not forthcoming within the specified time limits, presume the grievance to have been denied. In all cases where a response is not forthcoming within the specified time limits, the grievance shall automatically be referred to the next Step of the procedure. In all cases where no appeal is filed on behalf of the member-grievant to the next grievance Step within the time limits specified in this Article, the grievance shall be considered resolved and the response given at that Step shall be implemented.

**Section 10.10 Representatives in Meetings** In each Step of the grievance procedure outlined in Section 10.6, certain specific representatives are given approval to attend the meeting therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings; however, it is understood by the parties that, in the interest of resolving grievances at the earliest possible Step of the grievance procedure, it may be beneficial that other persons not specifically designated be in attendance. Therefore, it is intended that either party may bring additional representatives to any meeting in the grievance procedure, but only upon advance mutual agreement among the parties specifically designated to attend that such additional representative or representatives has input which may be beneficial in attempting to bring resolution to the grievance. In any grievance, the member-grievant may pursue and adjust grievances without the intervention of the grievance representatives, as long as the adjustment is not inconsistent with the terms of this Agreement and a grievance representative has the opportunity to be present the adjustment.

**Section 10.11 Days** For the purpose of counting time, "days" as used in this Agreement shall mean calendar days.

**Section 10.12 Exclusivity** This grievance procedure shall be the exclusive method of resolving grievances. The grievance procedure is intended to replace any and all remedies or appeals which were previously available to the State Personnel Board of Review including but not limited to appeal of disciplinary actions, and probationary removals or reductions.

## ARTICLE 11 CORRECTIVE ACTION

**Section 11.1 Discipline for Cause** No member shall be reduced in pay or position, suspended, removed, or reprimanded except for just cause.

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In the event of a grievance, employees shall appeal disciplinary actions which result in time-off without pay, or removal to Step Three of the grievance procedure within seven (7) calendar days after written notice of such action is served upon the affected member. Probationary removals or reductions are not appealable to the grievance procedure.

Employees given written reprimands of record may, upon request, meet with the Chief Deputy and/or the Sheriff (or designee) to discuss the discipline. This meeting can be conducted with or without Union representation. The results of such meetings shall not be subject to appeal through the grievance procedure. If a member disagrees with the verbal or written reprimand, the member may write a memorandum to the Sheriff explaining the reason(s) for the disagreement. The memorandum will be attached to the reprimand.

**Section 11.2 Pre-disciplinary Meetings** Prior to the implementation of discipline as defined in Section 11.1, the member will receive from the Sheriff or his representative a written statement of all charges and specifications. An employee who receives formal charges and specifications of misconduct which may result in discipline as defined in Section 11.1 will be given the opportunity for a meeting with the Sheriff or the Sheriff's representative before disciplinary action is taken unless the employee waives his right to the meeting. This meeting will be known as a "pre-disciplinary" meeting. The charged member will be given an opportunity to respond to the allegations and an opportunity to have the representative of the Union present with him during the meeting. An employee may waive his/her right to Union representation in writing.

Notices of discipline or statements of charges shall be issued to employees within a reasonable period following conclusion of the investigation.

**Section 11.3 Continuance** A member who is charged, or his representative, may make a written request for continuance of the pre-disciplinary meeting. Such request will be granted where practical or unless prevented by extenuating circumstances. The length of such continuance shall be mutually agreed upon. Continuances shall not be required for the purpose of delaying the meeting.

**Section 11.4 Anonymous Complaint** When any anonymous complaint is made against a member, if after an investigation there is no corroborative evidence of any kind, then the complaint shall be classified as unfounded and no further action will be taken unless corroborative evidence is obtained within a reasonable period of time.

**Section 11.5 Progressive Action** The principles of progressive disciplinary action will be followed with respect to minor offenses. The progression, where appropriate, will at least include an oral reprimand, (which may be recorded in writing), a written reprimand and a suspension for the same or related offenses prior to dismissal. It is agreed and understood that in many instances certain acts or actions warrant more severe disciplinary action including removal. In those instances the discipline shall be commensurate with the offense.

**ARTICLE 12 DEPARTMENTAL RULES**

**Section 12.1** The Employer agrees that existing work rules and division directives shall be reduced to writing and provided to all covered members. The Employer agrees that new or revised work rules and division directives shall be provided to members two (2) weeks in advance of their implementation, except in cases of emergency. In the event that the Union wishes to present the views of the bargaining unit regarding a new or revised work rule or division directive to the Sheriff (or in his absence, his representative), the Union may raise the issue at the next regularly scheduled Labor/Management committee meeting. All work rules or division directives will be reasonable and applied and interpreted uniformly as to all members in similar circumstances. Work rules or directives cannot violate this Agreement.

**ARTICLE 13 INTERNAL REVIEW PROCEDURES**

**Section 13.1 Notice to Employee** At any time an inquiry concerning a member occurs when the Employer believes that disciplinary action of record (reprimand of record, suspension, reduction, or removal) will or may result, the member will be notified when he is first questioned, that such result is possible.

**Section 13.2 Responsibilities to Respond, Representative** Before a member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he shall be advised that such conduct, if continued, may be the basis for such a charge. Where applicable, the Employer will follow the Garrity rule in administering interviews to members. If a member desires, he shall be given a reasonable opportunity to consult with a Union representative before being required to answer questions. During all questioning the member may, upon request, be accompanied by a Union representative.

**Section 13.3 Interviews** Any questioning, or interviewing of a member will be conducted at hours reasonably related to his shift, preferable during, or immediately before or after, his working hours. Questioning or interviewing sessions shall be for reasonable periods of time and time shall be allowed during such questioning for rest periods and attendance to other physical necessities.

**Section 13.4 Requests** The member and/or his legal counsel will be afforded the opportunity, upon written request to the Chief Deputy, to listen to, to copy, and make personal notes regarding any tape made of his interview subsequent to that interview. If a transcript of the tape is made by the Sheriff the member will be provided a copy of such transcript upon written request directly to the Sheriff. Further, upon written request, any employee investigated as the subject of an internal affairs investigation shall be provided a copy of such report once the report is completed.

The Sheriff will not use a polygraph machine or other mechanical test or investigate a member or to determine the truth of statements made by members without the consent of the member.

**ARTICLE 14 PERSONNEL RECORDS**

**Section 14.1 Availability of Records** Employees shall be allowed to review their personnel file at any reasonable time upon written request to the Sheriff, or his designated representative, and in

the presence of the Sheriff, or his designated representative. The Employer shall disclose information contained in an employee's personnel file consistent with Ohio's Public Records Law. Prior to releasing information from an employee's personnel file in response to a public records request, the Employer shall notify the employee of the request. Any employee may copy documents in his file.

**Section 14.2 Responses by Employees** If, upon examining his personnel file, any member has reason to believe that there are inaccuracies related to discipline or Performance Evaluations in the documents contained therein, he may write a memorandum to the Sheriff explaining the alleged inaccuracy. If the Sheriff, or designee, concurs with the member's contentions, he shall either remove the faulty document or attach the member's memorandum to the document in the file and note thereon his concurrence with the memorandum's contents. If the Sheriff, or designee, does not concur with the contentions of the member, he will attach the written memorandum to the document in the file without comment.

**Section 14.3 Duration of Records** All actions of record will be removed from the employee's personnel record, upon the request of the employee, and shall be of no further force and effect after twelve (12) months, for reprimands or written records of counseling, and twenty-four (24) months for time-off suspensions or reductions, provided there is no intervening discipline. If there is any intervening discipline, then the record of discipline shall be maintained until there is a twelve/twenty-four (12/24) consecutive months (depending on the discipline administered) where no discipline occurs. In any case in which a written reprimand, suspension, or dismissal is disaffirmed or otherwise rendered invalid, all documents relating thereto will be removed from the employee's personnel record.

All records of disciplinary action removed from the files for any of the reasons outlined above shall not be considered in future disciplinary action, promotional consideration or for any other purpose except that prior discipline may be used to establish that employees have been made aware of the standard of conduct expected.

## **ARTICLE 15 PERFORMANCE EVALUATIONS**

**Section 15.1** A member's signature on any inspection card or performance evaluation, if any, shall be viewed by the parties hereto only as a representation that he has read the or performance evaluation. A member's signature shall not be viewed as a representation that he concurred in any or all of the contents or comments thereon. The member shall receive a copy of the evaluation in its final form.

## **ARTICLE 16 FILLING OF POSITION**

**Section 16.1 Filling of Positions** The parties agree that all appointments to vacancies covered by this Agreement shall be filled by the Employer with the procedure outlined in this Article. The parties recognize that the Employer has the exclusive authority to determine if and when vacancies are to be filled and the qualifications required of those positions.

**Section 16.2 Notice of Vacancies** Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be posted on the employees' bulletin board for seven (7) calendar days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting period or received from applicants who do not meet the minimum qualifications for the job. Employees on vacation leave during the seven (7) calendar day posting period may have until three (3) calendar days after the close of the posting to submit a bid or employees may submit a bid on behalf of other employees in their absence. The vacancy created by the filling of the first vacancy will be filled using the posting procedures outlined above. Vacancies created after filling the second vacancy will not be posted and filled at the discretion of the Employer.

**Section 16.3 Vacancies** Whenever a vacancy occurs, so long as the applicant meets the minimum qualifications, the applicant with the greater seniority making a request in writing consistent with Section 16.2 for transfer to said vacancy shall be selected, unless the skills and ability of another applicant is greater and the Sheriff determines that such skills and ability are needed to fill the vacancy. When a vacancy is filled by someone other than the senior applicant, the senior applicant may request a meeting with the division commander to be told the reason his request was denied.

This Section will not apply to personnel with less than one (1) year of service. Special assignments may be made to effect the completion of a specific project or task without regard to this paragraph for a period not to exceed one (1) year. If such special assignments must exceed one (1) year, the Employer will notify the Union and negotiate on demand. This Article shall be subordinated to the need to assign an individual of the right sex to the appropriate section of the jail.

**Section 16.4 Temporary Appointments** Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis. Such temporary assignment shall not exceed one hundred twenty (120) days.

**Section 16.5 Testing Methods** The Employer shall determine the method for testing or review of applicants for vacant positions. The Employer shall determine the methods for examinations which shall be used to select candidates for promotional positions subject to this Article.

## **ARTICLE 17                      SHIFT ASSIGNMENTS**

**Section 17.1 Annual Shift and Days Off Assignment** Shift and days shall be selected based upon the following factors and become effective the first full pay period in January.

- A. Employee classification seniority;
- B. Employee preference;
- C. Employee knowledge and skills;
- D. Employee job skill qualifications;
- E. Employee work record; and
- F. Employee quantifiable performance measures.



**Section 17.2 Exemptions** The positions of Detective, D.A.R.E. Deputy, Canine Unit Deputy, School Resource Officer (SRO), Weights and Scales, ACA Accreditation Deputy, CALEA Deputy, Transport Deputy, Environmental Deputy, Court Liaison Deputy, Conceal Carry License Deputy, Electronic Sex Offender Registration Deputy, Court Administration Building Security Deputy, Etna Township Deputy, Administrative Coordinator and Community Services Deputy will be exempt from the bidding process. If other special assignments or grant programs arise during the term of the contract which require specific education, certification, special skills, knowledge or abilities, the positions will be exempt from the provisions of this Article.

## **ARTICLE 18 PROBATIONARY PERIODS**

**Section 18.1 Length of Probationary Period** All probationary periods for positions in classifications covered by this Agreement shall be for a period of one (1) year. The probationary period may be extended by the Employer for a period up to one hundred eighty (180) additional days. The employee's performance and areas for improvement will be discussed with the employee at the time of the extension.

When a change in classification occurs, the affected employee will serve a probationary period.

The probationary period for a newly promoted employee shall begin on the effective date of the promotion. A newly promoted employee who evidences unsatisfactory performance may be returned to his former classification any time during his probationary period without recourse to the grievance procedure or the State Personnel Board of Review.

## **ARTICLE 19 LAYOFF AND RECALL**

**Section 19.1 Reasons, Notice** When the Employer determines, because of lack of work, lack of funds, reorganization, or a job abolishment that is to last more than one (1) year, a layoff is necessary, the Employer shall notify the affected employees twenty-one (21) calendar days in advance of the effective date of the layoff or job abolishment. It is understood and agreed that no provisions of Civil Service Law or rules shall apply to layoffs.

**Section 19.2 Classifications** The Employer shall determine in which classification(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their classification seniority for the classifications affected by the layoff. The employee(s) with the least classification seniority as defined in Article 20 will be laid off first. Bumping or displacement will also occur in accordance with the employee's seniority with the least senior employee, as defined by Article 20, laid off first.

**Section 19.3 Recall List** Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff.

Notice of recall shall be sent to the employees by certified or registered mail. The Employer shall be deemed to have fulfilled its obligation 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 Office notified, in writing, of any changes in his address.

The recalled employee shall have seven (7) calendar days following the receipt of the recall notice to notify the Employer of his 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 different date for returning to work is otherwise specified in the notice. If the employee does not respond within seven (7) calendar days the employee shall be removed from the recall list.

If, upon recall, an employee must receive additional training, the Employer shall provide and pay for the training required to maintain his certification. The employee shall be required to complete the training in a timely fashion established by the Employer. If the employee fails to complete the training, the employee may be removed without recourse to the grievance procedure or the State Personnel Board of Review.

**Section 19.4 Bumping** Bumping rights will be extended to the employee under this Agreement. Employees may bump or displace employees in other classifications so long as the employee previously worked in the classification or assignment and displaces an employee with less seniority. Employees from other bargaining units not covered by this Agreement, and other employees of the Sheriff's Office who previously worked in a classification covered by this Agreement, may displace into positions covered by this Agreement so long as the employee displaced has less classification seniority.

The employee displaced will be the one with the least seniority. Employees seeking to displace less senior employees will displace to the most recently held classification, and the next most recent, etc. until the employee is able to displace a less senior employee. If no employee in a previously-held classification has less seniority, then the employee seeking to displace shall be laid off. Employees displaced shall be placed on the recall list.

An employee who is displaced may take a voluntary layoff, when layoffs occur rather than displace to a lower classification.

## **ARTICLE 20 SENIORITY**

**Section 20.1 Definition, List, Service** "Total seniority" shall be computed on the basis of uninterrupted length of full-time continuous service with the Licking County Sheriff's Office. All seniority will be added to the amounts credited on the seniority lists as established herein. The Employer shall provide the Union an updated list of the seniority upon its reasonable request.

**Section 20.2 Loss of Seniority** Employees shall lose all seniority and employment rights upon any of the following:

1. discharge for just cause;
2. retirement;
3. failure to timely return to work upon recall from layoff;
4. failure to return to work upon expiration of a leave of absence;

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5. resignation from employment with the Sheriff's Office;
6. absence from employment for a period of two (2) or more years for injuries received in the line of duty; or
7. absence from employment for a period of one (1) year or more for any cause.

**Section 20.3 Seniority Accrued When** Employees shall continue to accrue seniority during the following:

- A. absence while on approved paid or approved unpaid leave not exceeding two (2) years;
- B. military leave of absence; or
- C. Absence due to a disability retirement through OPERS from which the employee is reinstated within the statutory reinstatement period.

**Section 20.4 List, Objections** A seniority list shall be kept by the Sheriff and shall be updated semi-annually. A copy shall be posted for inspection at all times on the Union bulletin board. Objections to the list must be filed within fourteen (14) calendar days of posting, otherwise, the list will be deemed valid.

Other public service employment cannot be transferred for seniority purposes. Except as modified by Section 1 above, the seniority list for the Sheriff's Office shall list all employees and the date of their seniority in order from the most recent senior to the least senior employee. Employees hired on the same day will be placed on the seniority list in order of the last four (4) digits of their respective social security numbers, the highest number first. Employees promoted or transferred to positions outside the bargaining unit, but within the Sheriff's Office shall continue to accrue seniority.

**Section 20.5 Classification Seniority** Employees shall accrue "classification seniority" beginning the first day of full-time service in a classification. Employees shall use "classification seniority" only as set forth elsewhere in this Agreement.

**ARTICLE 21 WAGES AND MISCELLANEOUS**

**Section 21.1 New Appointments** An employee newly appointed to a classification will be placed in the first step of the pay range established for his classification and will receive an increase after serving the amount of time indicated on the wage scale in that classification.

**Section 21.2 Wage Scales** Employees shall be paid at the rates set forth in the wage scales in the Appendix attached to this Agreement which reflects a 3% increase the first full pay period including January 1, 2021, a 3% increase effective the first full pay period including January 1, 2022 and a 2.5% increase effective the first full pay period including January 1, 2023.

**Section 21.3 Wages on Promotion** A promoted employee will receive the step in the higher pay range that gives him/her a raise and a demoted employee will receive the step in the lower pay range commensurate with his years of service. Demotions include bumping to a lower classification during layoff.

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**Section 21.4 Advance Step Hiring** When filling a deputy position the Employer may place the employee in an advance step at the date of hire, but not the top step, provided he has an equivalent amount of experience as a law enforcement officer from another jurisdiction.

**Section 21.5 Wages Paid Biweekly** Employees will be paid on a bi-weekly basis.

**Section 21.6 Anniversary Date for Step Advancement** For the purpose of the salary increases provided in this Article, the anniversary date for an employee is the date on which the employee began full-time service in the classification with the Employer. Service is not affected by the type of appointment, whether temporary, provisional, certified or unclassified. Service should be computed from the anniversary date. If an employee is off the payroll for longer than thirty (30) days (e.g. on leave of absence) the anniversary date will be deferred by an equivalent amount. If an employee resigns and is later reinstated or re-employed, the date of reinstatement or re-employment will constitute a new anniversary date.

**Section 21.7 Demotion – Disciplinary or Layoff** Whenever a member is demoted for disciplinary reasons, or as a result of a layoff, he or she shall be paid at the step in the lower pay range appropriate to his years of service.

**Section 21.8 Demotion – Voluntary or Physical Disability** Whenever a member requests and is granted a voluntary demotion, his or her rate of pay shall be at the step in the lower range appropriate to his or her years of service.

**Section 21.9 Reinstatement, Re-appointment, and Re-employment** Whenever a member is reinstated, re-appointed or re-employed where he previously held permanent status, his rate of pay shall be the step in the range at which he was paid at the time of his separation unless he agrees to some other arrangement. Any member who has been separated from employment without delinquency or misconduct on his part may, at the discretion of the Employer, be reinstated within one (1) year from the date of such separation to a vacancy in the same or similar position; provided, if such separation is due to injury or physical disability, such member shall be reinstated to the same or similar position he held at the time of his separation within thirty (30) days after written application for reinstatement and after passing a physical examination made by a licensed physician designated and paid for by the Employer showing that he has recovered from such disability, provided further that such application for reinstatement be filed within three (3) years from the date of separation, and further provided that such application shall not be filed after the date of service eligibility retirement.

**Section 21.10 Expenses** The Employer shall pay the actual and necessary expenses incurred and salary of any member who is required by his or her superior to attend a meeting or function pertaining to his or her official duties as an employee during times other than his regular working hours. No such meeting or function shall be called, attended, or held without the prior written approval of the Employer.

**Section 21.11 Temporary Promotions** Any member assigned to act in a higher position not vacant, on a temporary basis, of eight (8) hours or more duration, shall be raised in pay for time worked in such acting position.

**ARTICLE 22 PERS PICK-UP UTILIZING SALARY REDUCTION METHOD**

**Section 22.1** The Employer shall pick-up contributions to the Public Employees Retirement System paid on behalf of the employees in the bargaining unit utilizing the salary reduction method under the following terms and conditions.

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

The pick-up percentage shall apply uniformly to all members of the bargaining units. The pick-up shall apply to all compensation including supplemental earnings. The parties agree that should the rules and regulations of the IRS, or retirement system change, making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/Employer contributions.

**ARTICLE 23 LONGEVITY**

**Section 23.1 Amounts** After five (5) years of continuous service, a member of the bargaining unit shall receive, in addition to other pay called for herein, an annual service credit payment based upon the following: \$200.00 for five (5) years of service and \$50.00 for each additional year of service.

**Section 23.2 Payment** Payment of service credit shall be made in a lump sum, the first paycheck in December of each calendar year, after five (5) years of service, so long as the employee is actually working or in active service for the Employer. For the purpose of this Section, continuous active service shall include approved military leave.

**ARTICLE 24 SHIFT DIFFERENTIAL**

**Section 24.1** For any regularly assigned shift commencing between the hours of 12:30 p.m. and 5:30 a.m. of the following day, pay will be increased by a shift differential of \$0.50 an hour.

**Section 24.2** Shift differential pay shall be paid only for actual hours worked during an eight (8) hour work day. Shift differential shall only be paid to regularly scheduled hours worked at straight-rate pay. That is, shift differential shall not be paid to any premium or overtime rate hours. Shift differential shall not be paid in addition to regular pay for any hours of leave with pay. Shift differential pay will be paid on a bi-weekly basis and will not be cumulative under any circumstances.

**Section 24.3** This Article applies only to members in the bargaining units covered by this Agreement whose shifts are assigned by the Office. This Article does not apply to any member

who has a modified shift starting time, whose shift starting time is mutually agreed or who is working a shift which starting time varies.

## **ARTICLE 25 MEDICAL INSURANCE**

**Section 25.1 Medical Insurance** The Employer shall provide group medical, dental and life insurance coverage for each employee available for Licking County employees as are enrolled in the Licking County Plan. It is further agreed and understood that the schedule of benefits for employees shall be as set forth for all other Licking County employees on the Licking County Health Plan, including all conditions and payments specified or required by individual carrier/providers of the health insurance plan.

It is further agreed and understood that during the term of this Agreement that individual carriers/providers may, through no fault of the County, Union, or employees cease coverage. Should such occur, any employee adversely affected shall be given the opportunity to enroll with an alternative carrier with the appropriate premium rates subject to the premium rate applied herein or to waive coverage and receive an appropriate pro-rata amount of the waiver of coverage payment.

Additionally, it is agreed and understood that during the term of this Agreement that specific carriers/providers under the plan may unilaterally institute payments or conditions which modifications will be required for subscription to that carrier/provider.

**Section 25.2 Premiums** Employees shall contribute to the Licking County Health Plan in the amounts established annually for the plan. The Union shall be notified in advance of the amounts for employee contributions prior to the annual open enrollment.

**Section 25.3 Flexible Spending Account** Furthermore, the parties understand that under the Licking County Health Plan, the County will provide flexible spending account credits for each employee who elects to participate in the Licking County Health Plan. It is understood and agreed that the flexible spending account may change from plan year to plan year. No amount remaining in the account at the end of the year may be paid to the employee in cash.

It is understood that employees are subject to the flexible spending account policies and procedures for use, crediting, and disbursement of their flexible spending account.

**Section 25.4 Waiver of Coverage** An employee who provides satisfactory proof of coverage under another insurance plan may waive both medical and dental coverage of the Licking County Health Plan. An employee who waives coverage will receive the amount established annually. Waiver payments will not be available to anyone who is covered under the Licking County Health Plan.

**Section 25.5 Re-Opener** In the event any other bargaining unit of the Licking County Sheriff's Office obtains a cap to the employee premium contribution, the parties agree, upon the request of either party, to re-open Article 25, Medical Insurance, regarding the premium contribution.

**ARTICLE 26 PROFESSIONAL LIABILITY INSURANCE**

**Section 26.1 Employer Obligations** The parties understand that employees, agents of the Employer, are protected by the provisions of Revised Code Chapter 2744. The County and the Employer are thereby obligated to defend employees acting within the scope of their employment against lawsuits and actions brought against employees by third parties. The Employer shall defend and indemnify employees against lawsuits and actions brought against employees in accordance with Ohio law. Such obligation shall be enforced in accordance with the procedures as provided by such law.

**ARTICLE 27 MEALS**

**Section 27.1** Members assigned to work in the jail will receive one (1) meal each day, i.e., each full shift worked, at the Employer's cost. Additionally, members who are eligible for this benefit who work an overtime shift of at least four (4) hours on overtime shall be eligible to receive one (1) meal as provided in the jail cafeteria.

**ARTICLE 28 VEHICLES**

**Section 28.1 Reimbursement Rate** The Employer may provide an employee a vehicle to perform work for the Employer. However, when a vehicle is not available for an employee following a written request, and the employee is required by the Employer to use his personal vehicle to perform work for the Employer, the employee will be reimbursed at the County mileage reimbursement rate. During instances whereby the employee is receiving the County mileage reimbursement, personal vehicles are to be used solely to perform work for the Employer.

**ARTICLE 29 UNIFORM AND ALLOWANCES**

**Section 29.1 List of Equipment/Uniforms, Sworn Employees** The Employer will furnish the following uniforms parts and equipment as an initial issue to uniformed members (Deputies) as needed and as assigned by the Employer:

- |                    |                           |                             |
|--------------------|---------------------------|-----------------------------|
| 3 pairs of pants   | 1 gun belt & buckle       |                             |
| 3 winter shirts    | 1 bulletproof vest        | 1 holster                   |
| 3 summer shirts    | 1 light jacket with liner | 1 handcuff case & handcuffs |
| 1 set collar brass | 1 uniform hat & cover     | 1 ammo pouch                |
| 1 set buttons      | 1 set of acorns & strap   | 1 weapon                    |
| 1 name bar         | 1 hat badge               | 1 whistle & chain           |
| 3 ties             | 1 breast badge            | 1 duffel bag                |
| 1 raincoat         | 1 pair of shoes           |                             |

It is the responsibility of all members of the bargaining units to maintain their uniforms and, for those not in uniform, to be presentable and dress within the standards established by the Employer.

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If any member has not maintained a uniform, part, or equipment that member shall be required to turn in such uniform, part, or equipment and to replace it.

It is the responsibility of all members of the bargaining units to maintain their uniforms and, for those not in uniform, to be presentable and dress within the standards established by the Employer. If any member has not maintained a uniform, part, or equipment that member shall be required to turn in such uniform, part, or equipment and to replace it.

**Section 29.2 Clothing Allowance** The Employer shall furnish all certified law enforcement personnel with an annual clothing allowance of \$900 to be paid in semi-annual installments of \$450 paid in the first pay check in June and December provided the employee is actually working for the Employer, or in active pay status, or on an approved leave status on May 1 and November 1, respectively.

The Employer shall furnish all non-sworn employees with an annual clothing allowance of five hundred and seventy-five dollars (\$575) to be paid in semi-annual installments of two hundred and eighty-seven dollars and fifty cents (\$287.50) paid in the first pay check in June and December provided the employee is actually working for the Employer, or in active pay status, or on an approved leave status on May 1 and November 1, respectively.

An employee who has been on leave for the entirety of the six (6) month period for which the semi-annual uniform installment is paid, or on an approved unpaid leave of absence, will not receive said installment. However, an employee who returns to duty will receive a uniform installment only for the six (6) month period for which he or she returns to duty.

This allowance is for the purchase of uniforms and equipment listed in Section 29.1 above and as required by the Employer. Employees may be required to present proof of purchase from approved vendors equal to or greater than the uniform allowance.

**Section 29.3 Cleaning Reimbursement** The Employer will furnish up to \$325.00 per year for the cleaning of required clothing. Payments will be made to the uniformed members payable in two (2) equal installments in the same manner as the clothing allowance.

**Section 29.4 Return of Equipment** Upon termination, members shall return all issued uniforms and equipment to the Employer. If an employee fails to return all issued uniforms and equipment to the Employer, the employee shall reimburse the initial costs of all issued uniforms and equipment.

**Section 29.5 Vests** Sworn sergeants are eligible for reimbursement for the costs of a replacement bulletproof vest consistent with the manufacturer's expiration date on the vest subject to the following:

1. Prior to acquiring a new vest, the Sergeant must notify the Employer of the need to replace the vest;
2. The purchase of the vest will be coordinated through the Employer;



3. The amount provided by the Employer for the purchase of a replacement vest shall not exceed \$500;
4. Replacement of the vests by the Employer will not occur more frequently than every five (5) years for each deputy, or more frequently if needed;
5. Upon purchase of the vest, the employee will be reimbursed in accordance with the above.

## **ARTICLE 30 HOURS OF WORK AND OVERTIME**

**Section 30.1 General Provisions** 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 or improving services, from establishing the work schedules of employees, or from establishing part-time positions. This Article shall not be construed as a guarantee of work per week nor as a restriction on the Employer's right to require overtime.

**Section 30.2 Work Schedules** Work schedules for bargaining unit employees will be arranged by the Employer so that the regularly scheduled work week shall consist of forty (40) hours based on five (5) consecutive eight (8) hour work days and two (2) consecutive days off or four (4) consecutive ten (10) hour days and three (3) consecutive days off or based upon twelve (12) hour shifts. The days off may be modified when an employee's schedule or assignment is modified. The Employer shall designate the start of the work week and work day, but shall not change the starting time to avoid the payment of overtime. In the event the Employer implements a 12-hour shift schedule, it shall provide thirty (30) days' notice to employees.

**Section 30.3 Lunch Period** Each member of the bargaining unit may take one-half (1/2) hour for a lunch period each shift. Each member may also take two (2) fifteen (15) minute breaks each shift. In the event an employee is assigned a 12-hour shift, the employee shall receive an additional fifteen (15) minute break. Scheduling all such breaks are subject to the workload and members must respond to emergency calls when on any break.

**Section 30.4 Overtime** All members shall be paid 1.5 times their hourly rate for any overtime worked beyond 40 hours of work actually worked. Overtime shall be paid for those hours actually worked in excess of forty (40) hours in a seven (7) day work period. However, employees assigned to work a 12-hour shift shall be paid 1.5 times their hourly rate for any overtime worked beyond 80 hours actually worked in a fourteen (14) day work period. For those employees assigned to an alternative workweek, overtime shall be paid for those hours actually worked in excess of the hours of the employee's regularly scheduled workweek. Those times a member is not at work or is released from work shall not be considered hours actually worked. Only vacation, personal days and regular hours actually worked count toward the break-over point after which overtime is paid. Court time outside regularly scheduled work hours in off duty contract employment will not be counted.

**Section 30.5 Call-Out, Court Time and Charge Filing Time** "Call-out" occurs when a supervisor specifically requests a member of the bargaining unit to return to work to do unscheduled, unforeseen, or emergency work after the member has left work upon the completion

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of the regular day's work, but before he is scheduled to return to work. "Court time" is that time required by the County for any job-connected court appearance that does not abut an employee's regularly scheduled work hours. Employees shall not be eligible for multiple call-out, court and charge filing time compensation occurring within the same four (4) hour period.

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

When a member is engaged in call-out, court or charge-filing time, he or she shall be paid a minimum of three (3) hours pay at the applicable hourly rate or he shall be paid for the actual hours worked at the applicable overtime rate, whichever is greater unless the call-out, court or charge-filing time occurs on the employee's regularly scheduled day off or preapproved vacation day, then the employee shall be paid a minimum of four (4) hours pay at his/her regular hourly rate or he/she shall be paid the actual hours worked at the applicable overtime rate, whichever is greater. If the employee receives the minimum payment, it shall be included as hours worked for overtime purposes.

**Section 30.6 Overtime Scheduling** To the extent practical, excluding investigations Honor Guard, Dive Team, Negotiations Team and S. W. A. T., overtime opportunities will be offered among qualified bargaining unit members within the same classification on a first-come basis scheduled consistent with Power Details, or similar scheduling software. Inability to work a pre-scheduled overtime assignment due to death in the family will not require the member to charge such absence against sick leave. Working overtime or refusing overtime offered will place the employee at the bottom of the rotation list.

"Qualified" (for this provision) means the ability to immediately perform all duties of the position assigned. Only those persons whose names appear on an approved list for overtime for a division (e.g. road, jail, etc.) will be permitted to work overtime.

**Section 30.7 Cancellation of Scheduled Overtime** Employees who accept prescheduled overtime assignments who call in sick or do not report for or work the assignment shall have sick leave deducted (without pay) from their balance in an amount equal to the number of hours scheduled. In addition, those employees who fail to report for prescheduled overtime assignments shall be subject to discipline.

Employees who accept prescheduled overtime assignments may cancel such request, with at least forty-eight (48) hours' notice prior to the start of the prescheduled overtime. Cancelled acceptances shall be filled by rotation unless difficulties arise in filling the overtime then the parties must meet to discuss resolution of scheduling difficulties. Discussions shall be for thirty (30) days. The Sheriff shall notify the union in writing of request to discuss. During discussions overtime reassignments (for cancelled assignments) shall be subject to be filled by emergency overtime assignments. If no resolution to difficulties is reached then the rotation of assignments for filling cancellations shall expire and the Employer may fill those overtime slots by emergency overtime assignment.

**Section 30.8 Remedy** Employees who believe they should have been called or scheduled for overtime but are not shall file a written statement with their division commander within five (5) calendar days of the time they believe they should have worked the overtime. If it is found that the employee should have worked the overtime the remedy for the employee shall be to work the next available overtime until the employee has worked at least the amount that he should have worked.

## **ARTICLE 31 SICK LEAVE**

**Section 31.1 Full-time employees of the bargaining units covered by this Agreement shall accrue 3.1 hours of sick leave for each completed eighty (80) hours in active pay status.**

**Section 31.2 Uses for Sick Leave** Employees may use sick leave, for absence due to personal illness, pregnancy of employee or spouse, injury, exposure to contagious disease which could be communicated to other employees, and for illness, injury or death in the employee's immediate family where the presence of the employee is required. For purposes of this Article, immediate family is defined as spouse, child, parent, grandparent, spouse's grandparent, brother, sister, grandchild, stepchild, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or other relative residing at the employee's immediate household.

**Section 31.3 Usage of Sick Leave** When sick leave is used, it shall be deducted from the employee's sick leave credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work. Sick leave used at the beginning of a shift shall be no less than two (2) hours unless used for a doctor's appointment. Employees shall not use sick leave to cover tardiness.

After six (6) uses (occurrences) in the one (1) year period to begin each January ~~1st~~ first the next sick leave use(s) shall be without pay up to eight (8) hours' use. (That is, the first hours of sick leave use up to eight (8) hours in the calendar year will be without pay.) Exempt from sick leave "use" shall be previously scheduled medical appointments when the employee has notified his/her supervisor prior to the requested use. Sick leave used for use for bereavement shall not count toward occurrences for sick leave use.

**Section 31.4 Evidence Required for Sick Leave Usage** The employee shall furnish the Employer a standard written signed statement to justify the use of sick leave. The payment of sick leave is contingent upon the approval of such statement by the Employer. Falsification of either a written signed statement or physician's certificate shall be grounds for disciplinary action, including dismissal.

If an employee is expected to be absent for more than five (5) consecutive work days (on either paid sick leave or unpaid leave of absence) the employee shall submit a written statement and/or statement from their medical practitioner during the term of the absence. The required statement shall specify the reason for the length of the anticipated absence and the expected date of return to work of the member and the prognosis for recovery.

**Section 31.5 Notification by Employee** When an employee is unable to report to work he shall notify his immediate supervisor or other designated person at least one (1) hour before the time he is scheduled to report to work on each day of absence, unless the employee has made other reporting arrangements with his immediate supervisor.

**Section 31.6 Physician Statement** If medical attention is required, the employee may be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his duties. Where sick leave is required to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person or in the case of childbirth and other conditions related thereto during the post-natal period that the presence of the employee is necessary to care for the employee's wife and family.

**Section 31.7 Physician Examination** The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified due to illness or disabling condition, the employee may be placed on sick leave, leave without pay or disability separation, in that order. The cost of such examination shall be paid by the Employer.

**Section 31.8 Sick Leave Incentive** Full-time employees covered by this Agreement will be eligible to participate in a sick leave incentive program. Each employee will receive eight (8) hours of vacation leave credited to his or her balance if the employee uses no sick leave from January 1 to April 30 of each year; an additional eight (8) hours of vacation leave credited to his or her balance if the employee uses no sick leave from May 1 to August 31 of each year; and, an additional eight (8) hours of vacation leave credited to his or her balance credit if the employee uses no sick leave from September 1 to December 31 of each year. Each employee is only eligible to earn up to twenty-four (24) hours of leave per calendar year under this section. Utilization of sick leave for purposes of this section, excludes wellness checks and 11 hours of prescheduled sick leave, per four (4) month period only. Wellness appointments must be noted on the sick leave form prior to the employee's absence.

## ARTICLE 32 SICK LEAVE CONVERSION

**Section 32.1 Amount of Sick Leave Conversion at Retirement** An employee, at the time of retirement from active service with the County, shall be paid one-fourth (1/4) of the value of his or her earned but unused sick leave credit. The maximum of such payment, however, shall be for two hundred eighty (280) hours.

**Section 32.2 Qualifications for Retirement Conversion** To qualify for such payment, the employee must have had, prior to the date of retirement, ten (10) or more years of service with the County, and be eligible to receive PERS benefits. Such payment shall be based on the employee's hourly rate of pay at the time of retirement. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.

**Section 32.3 Requests for Retirement Conversion** Eligible Sheriff's Office employees, retiring from active service, shall request such payment in writing, in order to initiate the payment process.

**Section 32.4 Conversion on Death of Member** Employees who die shall be considered to have terminated their employment as of the date of their death, and shall be eligible for such sick leave payment for which they would otherwise have qualified. Such payment shall be made in accordance with Section 2113.04 O.R.C., or paid to the employee's estate.

**Section 32.5 Annual Conversion of Sick Leave** Employees who use 24 (twenty-four) hours or less of sick leave in the year beginning with the first full pay period in December each year and continuing until the beginning of the first full pay period of the following December will be eligible for annual sick leave conversion. Such employees may convert, on a 2 for 1 basis, up to forty (40) hours of accumulated, unused sick leave. That is, an employee who uses twenty-four (24) hours or less for the preceding twenty-six (26) pay periods may convert each December to a lump sum cash payment up to forty (40) hours of sick leave to twenty (20) hours pay. Employees must submit their request for annual conversion of sick leave in writing, on a form provided by the Employer by December 20 of each year. Payment shall be made by the Employer no later than the second pay period in January. Employees must be employed by the Sheriff's office for the entire twenty-six (26) pay periods to be eligible for the annual conversion. Employees shall be paid at the rate of pay in effect at the time they elect their conversion.

### **ARTICLE 33 FUNERAL LEAVE**

**Section 33.1 Funeral leave for nuclear family members.** In the event of a death in the nuclear family of an employee, the employee shall be granted up to three (3) days to attend the funeral, make funeral arrangements, and carry out other responsibilities relative to the funeral. The nuclear family members are the employee's spouse, parent, guardian, child, step-child, sibling, parent-in-law, step parents, grandchildren, and grandparents.

**Section 33.2 Funeral leave for extended family members.** In the event of a death in the extended family of an employee, the employee shall be granted one (1) day to attend the funeral of the member of the extended family. The extended family members are the employee's grandparents-in-law, aunts, uncles, nieces, nephews, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

**Section 33.3 Use of Sick Leave** In the event the employee requires time in addition to the funeral leave specified above to travel to a funeral or for members of the nuclear family to carry out responsibilities relative to the funeral, the employee may use up to two (2) days of accumulated, unused sick leave. Such request shall be submitted on a leave request form to the Employer. Sick leave approved for use for bereavement shall not count toward the occurrences for sick leave use.

### **ARTICLE 34 VACATION**

Regular full-time employees are entitled to use vacation with pay after six (6) months of continuous service with the Employer. Vacation time is credited each bi-weekly pay period pursuant to the rates established below. Although employees will accrue vacation leave during their first year of employment, employees are not eligible to use vacation leave until after their

**Licking County Sheriff's Office and OPBA  
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first anniversary of service with the Employer. The amount of vacation leave to which a full-time employee is entitled is based upon years of service, as follows:

<u>YEARS OF SERVICE</u>	<u>ACCRUAL PER 80 HOURS WORKED</u>	<u>MAXIMUM HOURS</u>
Less than 6 months	4.6 hours	none
6 months of service	4.6 hours	120
5 years of service	6.2 hours	160
14 years of service	7.7 hours	200
23 years of service	9.2 hours	240

On his or her anniversary date of employment which constitutes his or her 1<sup>st</sup>, 5<sup>th</sup>, 14<sup>th</sup> and 23<sup>rd</sup> year of service, the employee will begin accruing vacation leave based upon the above schedule.

**Section 34.2 Separation During Calendar Year** Employees who separate during the calendar year after one year of service, for whatever reason, shall receive compensation for any accrued, but unused vacation leave.

**Section 34.3 Vacation Requests** Employees submitting their vacation requests in forty (40) hour blocks by February 28 will have their vacation requests granted on the basis of classification seniority subject to the operational needs of the Employer. All vacation requests submitted after February 28 will be granted on a first-come, first-served basis subject to the operational needs of the employer.

Any request for change of dates for extenuating circumstances must be in writing and must be approved by the Employer.

All vacation requests not scheduled pursuant to the process outlined above are subject to the operational needs of the Sheriff's Office. The Employer may cancel and reschedule vacation leave requests due to the operational needs of the Office, but may not do so simply to avoid paying overtime.

Subject to the aforementioned provisions, after vacation leave is credited in amounts greater than forty (40) hours, vacation time may be used in increments of four (4) hours or more. However, any vacation leave requests scheduled in a forty (40) hour block shall take precedence over vacation leave requests of less than a forty (40) hour block.

Employees may carry-over vacation leave for a period not to exceed three (3) years.

**Section 34.4 Vacation Scheduling** Unless otherwise approved by the Employer, only two (2) Sergeants in each division may take vacation at any one time.

**Section 34.5 Prior Service** Effective the first year after the effective date of this agreement, for the purpose of accruing vacation in accordance with Section 34.1, "continuous employment" will be defined in accordance with R.C. § 9.44.

**Section 34.6 Miscellaneous** Members who are absent from work for reasons permitted in this Agreement, shall continue to accrue service time as though they were not absent.

In cases where a recognized, paid holiday falls within any vacation, no vacation day will be deducted from the accumulated vacation balance for the paid holiday.

Upon separation from service an employee shall be entitled to compensation at his current rate of pay for all accrued and unused vacation leave to his credit at the time of separation.

In case of death of an employee such unused vacation leave shall be paid in accordance with Section 2113.04 of the Revised Code, or to his estate.

**Section 34.7 Annual Conversion of Vacation Leave** Employees who have not scheduled or been unable to use vacation leave may convert to cash up to eighty (80) hours of vacation leave. Employees will not be eligible for annual conversion of vacation leave unless they have scheduled and taken eighty (80) hours of vacation leave during that calendar year. The conversion request must be submitted by November 15 of each year. Conversion shall occur on the first paycheck paid in December.

## **ARTICLE 35 HOLIDAYS**

**Section 35.1 List of Holidays** Employees shall receive holiday pay equal to their regularly scheduled shift hours. If an employee is regularly scheduled to work an 8-hour shift, the employee shall receive 8 hours of holiday pay. If an employee is regularly scheduled to work a 10-hour shift, the employee shall receive 10 hours of holiday pay. If an employee is regularly scheduled to work a 12-hour shift, the employee shall receive 12 hours of holiday pay.

Members shall have the following paid holidays:

1. New Year's Day (1<sup>st</sup> day of January)
2. Martin Luther King Day (3<sup>rd</sup> Monday of January)
3. President's Day (3<sup>rd</sup> Monday of February)
4. Memorial Day (Last Monday in May)
5. Independence Day (4<sup>th</sup> day of July)
6. Labor Day (1<sup>st</sup> Monday in September)
7. Veterans Day (11<sup>th</sup> day of November)
8. Thanksgiving Day (4<sup>th</sup> Thursday of November)
9. 4<sup>th</sup> Friday in November (Day after Thanksgiving)
10. Christmas Day (25<sup>th</sup> day of December)

**Section 35.2 Holidays Observed/Paid** Employees who are not assigned to twenty-four (24) hour operations shall be scheduled off and paid for the hours of their regularly scheduled work day at the time of the holiday at their straight time hourly rate for each of the holidays listed in Section 1 above during the pay period in which the holiday falls.

In addition to the Holiday Pay set forth in Section 35.1 above, employees who actually work on a holiday shall receive one and one-half times their regular rate of pay for all hours actually worked on the holiday. If an employee works greater than their regularly scheduled shift on the holiday, the employee shall receive a total of two and one-half (2 ½) times their regular rate of pay for all hours worked on the holiday.

**Section 35.3 Holidays During Leaves** If a holiday occurs during a period of paid vacation leave, the employee will have the option to either draw normal pay and will not be charged for vacation leave or receive holiday and vacation pay and will be charged for the vacation leave.

If a holiday occurs during a period of paid sick leave, the employee will receive normal pay and not be charged for sick leave.

## **ARTICLE 36 LEAVES OF ABSENCE**

**Section 36.1 Purpose** Leave of absence without pay may, at the Employer's discretion, be granted for any legitimate purpose subject to approval, including but not limited to, the following:

- A. To further a member's education. (Ordinarily such a leave will be granted only if the leave will directly benefit the County as well as the individual and provided the member agrees to return to County employment for a specified period of time after such leave.)
- B. To attend funerals not covered by paid leave.
- C. For other reasons approved by the Sheriff at his sole discretion.

**Section 36.2 Family Medical Leave** Leaves to care for members of employee's immediate family shall be covered by the Family Medical Leave Act and the County Family Medical Leave Act policy. While on Family Medical Leave, employees shall be permitted to continue their health insurance in a manner consistent with Licking County policy for all other non-bargaining General Fund employees.

**Section 36.3 Procedure** A member desiring to apply for a leave of absence without pay should submit an application to the Employer outlining the reason for the request.

**Section 36.4 Conditions** All such leaves will be given in writing. The length of and other conditions of such leave granted will be determined by the facts and circumstances of the case. All fringe benefits, including the accrual of paid leave and health insurance coverage, cease while a member is on leave without pay. The Employer shall continue to provide insurance coverage for thirty (30) days for any employee on leave of absence without pay for workplace injuries or other leave granted consistent with Section 37.1. During that thirty (30) day period, the employee may be required to bring payment for his or her share of the insurance premium to the Sheriff's Office.

**Section 36.5 Return From Leave** Upon completion of a leave of absence, the employee is to be returned to the classification formerly occupied, or to a similar classification if the employee's former classification no longer exists. Any replacement in the position while an employee is on leave will be terminated upon the reinstatement of the employee from leave. The terminated employee will be considered for other vacancies.



**Section 36.6 Cancellation/Expiration of Leave** If it is found that leave is not actually being used for the purpose which it was granted, the Employer may cancel the leave and direct the employee to return to work by giving written notice to the employee. An employee may return to work before the scheduled expiration of leave if requested in writing by the employee and approved by the Employer. Failure to return to duty upon expiration of the leave, or within three (3) days of notification of cancellation of a leave of absence, shall be just cause for removal.

## ARTICLE 37 DISABILITY LEAVE OF ABSENCE

**Section 37.1 Leave Without Pay** A member incurring any disability not duty-connected after he has exhausted all of the paid leave to which he is entitled and has accumulated, may be granted a leave without pay for a period not to exceed three (3) months, subject to approval and to the following provisions:

1. The member shall apply for such leave, in writing, to the Employer. Such requests will not be unreasonably denied.
2. The member shall submit a physician's report with his or her application, including a statement regarding the nature of the disability and whether or not the member is able to work.
3. The member shall submit to the Employer a physician's statement of release for work before returning to work.

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

**Section 37.2 Expiration of Leaves – Resignation** Any member who has exhausted sick and/or vacation leave and has not applied for disability leave under any of the provisions of this Agreement shall be deemed to have resigned voluntarily from the Sheriff's Office. This provision shall apply to any member who has exhausted his paid leave and not applied for disability leave at the time of execution of this Agreement.

## ARTICLE 38 EDUCATIONAL COURSES OR TRAINING

**Section 38.1 Required Attendance** When attendance is required by the Employer, a member may be allowed time off from his position without loss of pay for the purpose of taking work-related educational courses or training at an approved educational institution.

**Section 38.2 Cost of Coursework** Any classes or training session required by the Employer will be paid for by the Employer. Any member attending training sessions required by the Sheriff will be paid the applicable rate of pay for the time in the training session. Any classes or training required by statute or regulation or necessary for a member to retain or secure certification shall not be considered time worked, except when the Office schedules the employee to attend training during the employee's normal work hours.

**Section 38.3 Educational Incentive** The Sheriff's Office shall make annual education incentive payments to those employees who receive degrees from accredited institutions. The degrees and incentive payments shall be:

Associate Degree	\$250 Annual
Bachelor Degree	\$500 Annual
Post-Graduate Degree	\$750 Annual

These payments shall be made to individuals with degrees approved by the Sheriff at his sole discretion. The payments shall be made in a lump sum amount (subject to appropriate deductions) in either the last pay period of a calendar year or the first pay period of a calendar year for the prior year. Only those employees who are employed and working as of December 1 each year shall be eligible for the incentive payment and who have worked at least six (6) months during the period twelve (12) months.

**ARTICLE 39** **MILITARY LEAVE**

**Section 39.1** All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties according to the provisions of State and Federal law.

**ARTICLE 40** **BULLETIN BOARDS**

**Section 40.1 Bulletin Board Space** The Employer shall provide bulletin board space on a bulletin boards for use by the employees in the bargaining units. Material posted on the board shall relate only to union meetings, elections, social events, and reports and decisions affecting the employees in the bargaining units.

**Section 40.2 Notices** All Union notices which appear on the bulletin boards shall be signed, posted and removed by the local's liaison officer. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

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

All other notices of any kind not covered in (a) through (g) above must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which contains the following:

- A. personal attacks upon any other member or any other employee;
- B. scandalous, scurrilous or derogatory attacks upon the administration; and
- C. attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

**Section 40.3 Limits on Posting** No Union-related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment, except on the bulletin boards designated for use by the Union.

## **ARTICLE 41 WAIVER OF NEGOTIATION**

**Section 41.1 Waiver** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as may be specifically agreed to in another clause of this Agreement, the Employer and the Union for the life of this Agreement each voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this Agreement, including the impact of the Employer's exercise of its rights as set forth herein on wages, hours, and terms and conditions of employment.

This Agreement constitutes the entire agreement between the parties and all other agreements either written, or oral or by tradition, custom or practice are hereby canceled.

**Section 41.2 Amendments** However, nothing in this Article shall preclude the parties from mutually agreeing to amend or modify this Agreement, provided such amendment or modification is reduced to writing and signed by the parties.

## **ARTICLE 42 MEDICAL EXAMINATION**

**Section 42.1 Examinations – General** Examination of employees to determine their ability to perform the material and substantial duties of their position and assignment may be required of employees. Examinations shall be required for employees when ordered by the Employer or his designee. Examinations may be either periodic or as the Employer or designee require. Drug tests ordered shall not be considered a medical examination for purposes of this Article.

**Section 42.2 Health and Safety** Examinations are intended to guard the health and safety of employees and will be ordered, when, 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 his position.

**Section 42.3 Examination – Appeals** The Employer may require an employee to take an examination, conducted by a physician 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 disability leave with the right to return within one (1) year. The cost of such examination shall be paid by the Employer. If the employee disagrees with said determination he may be examined by a physician of his choice at his expense. If the two reports conflict a third opinion shall be rendered by a neutral physician chosen by the first two physicians whose decision shall not be appealable to the grievance procedure. The neutral physician's cost shall be borne by the Employer.

**Section 42.4 Ability to Perform** Employees requesting return from disability leave 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. All disability leave shall be without pay.

**Section 42.5 Refusal to Submit to Exam** 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 42.6 Uses of Leaves** If an employee after examination is found to be unable to perform the material and substantial duties of his position, then the employee may utilize accumulated unused sick leave or other leave benefits (including but not limited to workers' compensation, if eligible).

**Section 42.7 Leave Status** 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 leave shall continue for a period of two (2) years unless the employee is certified as being able to return to work by a physician of the employee's choice. If the employee is not able to return to work by the end of that two (2) year period, he or she shall be deemed permanently separated from employment with the Employer.

**Section 42.8 Costs of Exams** 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 his position.

## **ARTICLE 43**     **INJURY LEAVE SUPPLEMENT**

**Section 43.1 Injury Leave** Full-time employees may be eligible to supplement the worker's compensation benefits they receive with accumulated unused sick leave. Employees who apply for and receive worker' compensation may apply to have sick leave paid to make up the difference between the amount received from Ohio Industrial Commission (OIC) worker's compensation and their normal salary. Sick leave used to supplement worker's compensation shall be calculated to the nearest one-half hour and processed through normal payroll up to one (1) year. Employees may elect to buy back sick and other paid leaves used while waiting approval of a workers' compensation claim. Such buy back will be based on the value or compensation received by the employee and remitted to the Employer rounded to the nearest full hour of leave. Employees can

supplement workers' compensation benefits only with legally, permissible leaves under the laws governing workers' compensation.

This leave shall be used to recover from a medically verified disabling condition sustained in the direct line of duty which prevents employees from performing the material and substantial duties of their normally assigned duties. An "injury" includes one (1) or more physical impairments resulting from the same accident or occurrence which render the employee unable to perform the material and substantial duties of his position.

**Section 43.2 Procedure** The following procedures must be followed to receive injury leave:

1. If the Sheriff disputes the injury leave request or the job-related nature of the injury the employee may be required by the Sheriff to submit to an examination conducted by a licensed Ohio physician selected from a list of five (5) provided and paid for by the Employer. The physician must certify whether or not the employee is able to perform the material and substantial duties of his position, which certification is a condition to receive injury leave pursuant to this Article.
2. The employee must apply for and exhaust all reasonable efforts to receive workers' compensation.
3. Injury leave only applies to personal injury of an employee occurring in the line of his duty. The employee shall complete an accident/injury investigation form and in conjunction with the Sheriff (or his designee) shall report such injury to the Sheriff immediately and insure that a claim is filed with the OIC.

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

## **ARTICLE 44    NEGOTIATION LEAVE**

**Section 44.1** If negotiations are scheduled for normal work hours of a negotiations committee member, the Employer agrees to release from duty, without loss of pay, those employees so long as the release does not disrupt manning requirements or create overtime. One (1) employee from each bargaining unit may be subject to release for negotiations. It is understood by all parties that the operations of the Sheriff's Office take priority over negotiations.

## **ARTICLE 45    DURATION OF AGREEMENT AND EXECUTION**

**Section 45.1 Duration** This Agreement shall be effective as of January 1, 2021, unless otherwise specifically provided in this Agreement, and shall remain in full force and effect until midnight, December 31, 2023.


**Licking County Sheriff's Office and OPBA**  
**January 1, 2021-December 31, 2023**

**Section 45.2 Notice to Negotiate** If either party desires to modify, or amend this Agreement, it shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the termination date, nor later than ninety (90) calendar days prior to the termination date of the Agreement. Such notice shall be by any acceptable and verifiable means. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

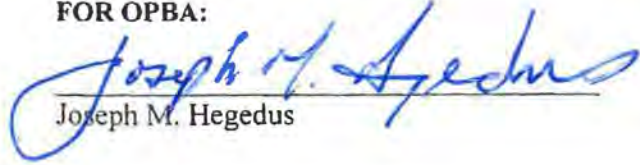
Licking County Sheriff's Office and OPBA  
January 1, 2021-December 31, 2023

IN WITNESS WHEREOF, the parties have heretofore affixed their signatures this 1<sup>st</sup>  
day of April, 2018.  
<sub>21</sub>

FOR LICKING COUNTY SHERIFF:


  
\_\_\_\_\_  
Randy Thorp, Sheriff  
Licking County Sheriff's Office

FOR OPBA:

  
\_\_\_\_\_  
Joseph M. Hegedus


FOR LICKING COUNTY:

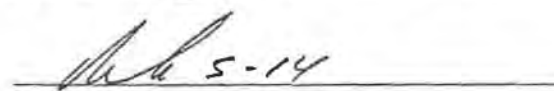
  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner

BARGAINING TEAM REPS:

  
\_\_\_\_\_  
Sgt. Scott J. Hertz S-16

  
\_\_\_\_\_  
M. S-14

APPROVED AS TO FORM:

\_\_\_\_\_  
Bill Hayes  
Prosecuting Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Benjamin S. Albrecht

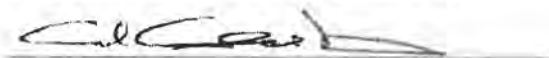
**Licking County Sheriff's Office and OPBA  
January 1, 2021-December 31, 2023**

**MEMORANDUM OF UNDERSTANDING REGARDING FLEX TIME**

Bargaining unit employees working beyond their regularly scheduled work hours during a workweek, may be permitted to "flex their time" up to the number of additional hours worked during the pay period in which it is earned, subject to the approval of the Employer. When electing to flex their time, employees may flex their time at the start, or end, of a shift, so long as the flexing of time does not create overtime or impact the efficient operations of the Employer. Flex time shall not be considered "hours worked/active pay status" for purposes of calculating an employee's overtime. Employees are not permitted to flex their time for consecutive shifts. Employees electing to flex their time shall do so on a "first-come, first-served" basis.

The parties agree to meet and discuss the application of the Memorandum of Understanding during a Labor-Management meeting upon the request of the other party.

**FOR LICKING COUNTY SHERIFF:**



**FOR OPBA:**





**MEMORANDUM OF UNDERSTANDING**

The Licking County Sheriff's Office (Employer) and the Ohio Patrolmen's Benevolent Association agree that, at the discretion of the Sheriff, supervisors who reside within a twenty-four (24) mile radius of the Sheriff's Office may be permitted to take their vehicles home. In the event that the Sheriff opts to change this practice the Employer shall provide six (6) weeks' notice of the change.

**FOR LICKING COUNTY SHERIFF:**



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**FOR OPBA:**



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