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AGREEMENT

BETWEEN THE

LICKING COUNTY SHERIFF'S OFFICE

AND THE

TEAMSTERS LOCAL NO. 637

CIVILIANS

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" or "LCSO", and the Teamsters Local 637, hereinafter 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 6 UNION RECOGNITION

Section 6.1 Bargaining Units The Employer hereby recognizes the Bus, Sales, Truck Drivers, Warehousemen and Helpers Local Union No. 637 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-09-0114 existing within the Sheriff's Office in the following classification:

INCLUDED: Clerks, Clerk/Typists, Cook/Custodian, Maintenance Personnel (i.e., Clerical Specialist (Sheriff), Cook/Custodian, Head Cook, Maintenance Worker (Sheriff), Records Clerk Typist.

EXCLUDED: All other employees.

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 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.

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.

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 Local 637 All dues collected shall be paid once each month to Local 637. The Employer will not charge Local 637 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.

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 must 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 addresses 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

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is unavailable, a new list will be requested from F.M.C.S. and this same procedure will be followed. 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 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 Evaluation 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 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 performance evaluation, if any, shall be viewed by the parties hereto only as a representation that he has read the 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.

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;
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% wage increase effective January 1, 2021, a 3% wage increase effective the first full pay period including January 1, 2022 and a 2.5% wage 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.

Section 21.4 Wages Paid Biweekly Employees will be paid on a bi-weekly basis.

Section 21.5 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 21.6 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 21.7 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 21.8 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

Section 23.2 Payment Payment of service credit shall be made in a lump sum in 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 per hour. Cooks starting at 12:00 p.m. will get the .50 cents per hour shift differential.

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 30.2 Work Schedules Work schedules for bargaining unit employees (except the cook/custodian and nurses) 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. Cook's/Custodian's schedules will be arranged so the regularly scheduled work week consists of forty (40) hours. 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 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 shall be paid a minimum of three (3) hours pay at the applicable rate or he shall be paid for the actual hours worked at the applicable 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 rate or he/she shall be paid the actual hours

worked at the applicable 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, good faith efforts will be made consistent with effective operations of the Employer to rotate pre-scheduled overtime assignments, excluding investigations and S.W.A.T., among qualified bargaining unit members within the same classification. 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 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.

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

ARTICLE 34 VACATION

Section 34.1 Vacation Service Beginning January 1, 2020, 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 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 1st, 5th, 14th and 23rd 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 and shall be made with at least twenty-four (24) hours advance notice. 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 Up to two (2) members of each bargaining unit per shift can be on vacation at any one time but no more than one (1) person from each shift in each division. Only one (1) cook/custodian at any one time may take vacation.

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

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 UNION TIME

Section 39.1 Annual Union Time The Union is entitled to a total of forty (40) hours per year of this Agreement without loss of pay among the bargaining units the Union represents at the Sheriff's Office to be used among Union officials or grievance representatives to attend to Union related activities. The Union may carry over up to sixteen (16) hours annual Union time to the following year. The carry-over is non-cumulative. The maximum available time in any given year shall be ninety-six (96) hours.

Section 39.2 Permission Any employee wishing to use such Union time shall request the permission of his supervisor and permission will not be unreasonably withheld. The request to use Union time must be in writing and the amount of time used documented.

Section 39.3 Restrictions Such activities shall not interfere with the performance of duties by other employees. Union release time will not result in overtime.

ARTICLE 40 MILITARY LEAVE

Section 40.1 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 Union State are entitled to leave of absence from their respective duties according to the provisions of State and Federal law.

ARTICLE 41 BULLETIN BOARDS

Section 41.1 Bulletin Board Space The Employer shall provide bulletin board space on a bulletin board 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. The location of this bulletin board will be the civil office.

Section 41.2 Notices 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 41.3 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 42 BALLOT BOXES

Section 42.1 Use of Ballot Boxes The Union shall be permitted, with the prior notification to the Sheriff, to place ballot boxes at the Sheriff's Office for the purpose of collecting member's ballots on all Union issues subjected to ballots. Such boxes shall be the property of the Union and neither the ballot boxes nor the ballots shall be subjected to the Sheriff's review and shall be removed as soon as practical after the Union issue has been determined. The Employer shall not be responsible for any matter pertaining in any way to ballot boxes or the security of ballot boxes

ARTICLE 43 WAIVER OF NEGOTIATION

Section 43.1 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 43.2 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 44 MEDICAL EXAMINATION

Section 44.1 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 as the result of a reasonable suspicion or random drug testing program (if applicable) pursuant to the Employer's policy shall not be considered a medical examination for purposes of this Article.

Section 44.2 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 44.3 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 44.4 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 44.5 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 44.6 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 44.7 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 44.8 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 45

INJURY LEAVE SUPPLEMENT

Section 45.1 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's 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 45.2 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 benefits 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 46 NEGOTIATION LEAVE

Section 46.1 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 the 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 47 DURATION OF AGREEMENT AND EXECUTION

Section 47.1 Duration This Agreement shall be effective January 1, 2021 unless otherwise specifically provided in this Agreement, and shall remain in full force and effect until midnight, December 31, 2023.


Section 47.2 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 twenty (120) calendar days

Final Agreement
Licking County Sheriff's Office and Teamsters Local No. 637
January 1, 2021 December 31, 2023

prior to the termination date, nor later than ninety (90) calendar days prior to the termination date of this 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.

IN WITNESS WHEREOF, the parties have heretofore affixed their signatures this _____ day of July, 2021.

FOR LICKING COUNTY SHERIFF:




Randy Thorp, Sheriff
Licking County Sheriff's Office

FOR FOP/OLC: Teamsters 637

FOR LICKING COUNTY:



Commissioner



Commissioner



Commissioner

BARGAINING TEAM REPS:





APPROVED AS TO FORM:

Prosecuting Attorney

APPROVED AS TO CONTENT:

Benjamin S. Albrecht
Labor Counsel to LCSO

APPENDIX A

A. January 1, 2021

Cook/Custodian

Step 1	Step 2
Entry	1 year
\$ 17.06	\$ 17.74

Maintenance

Step 1	Step 2
Entry	1 year
\$ 22.76	\$ 24.13

Clerk Typist

Step 1	Step 2
Entry	1 year
\$ 23.98	\$ 25.49

B. January 1, 2022

Cook/Custodian

Step 1	Step 2
Entry	1 year
\$ 17.57	\$ 18.27

Maintenance

Step 1	Step 2
Entry	1 year
\$ 23.44	\$ 24.86

Clerk Typist

Step 1	Step 2
Entry	1 year
\$ 24.70	\$ 26.25

C. January 1, 2023

Cook/Custodian

Step 1	Step 2
Entry	1 year
\$ 18.09	\$ 18.82

Maintenance

Step 1	Step 2
Entry	1 year
\$ 24.14	\$ 25.60

Clerk Typist

Step 1	Step 2
Entry	1 year
\$ 25.44	\$ 27.04