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AGREEMENT

BY AND BETWEEN

THE MUSKINGUM COUNTY SHERIFF

AND

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

**SUPERVISORS UNIT, DEPUTIES, DETECTIVES,
CORRECTION OFFICERS, COMMUNICATION
OFFICERS, CENTRAL CONTROL OFFICERS, FULL-
TIME RECORDS, EVIDENCE AND ADMINISTRATIVE
CLERKS AND SECRETARIES, JAIL REIMBURSEMENT
COORDINATORS, TRAINING COORDINATORS, AND
FINANCIAL OFFICERS**

EFFECTIVE: January 1, 2022 through December 31, 2024

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ARTICLE 1
PREAMBLE

Section 1.1. This Agreement is entered into between the Muskingum County Sheriff (“Employer”), subject to the approval of the Muskingum County Board of Commissioners as provided for in R.C. § 4117.01 (B) – (C) and R.C. § 4117.10 (C), and the Fraternal Order of Police, Ohio Labor Council, Inc. ("Union"), to establish the wages, hours, terms, and conditions of employment between the parties. The parties intend the terms of this Agreement to supersede any Ohio Revised Code provision on the subjects, including but not limited to those contained within R.C. § 124 *et seq.* The responsibility of the Commissioners and/or the Sheriff with regard to this Agreement is limited to their authority as established by the laws of Ohio.

Section 1.2. If a court of competent jurisdiction finds any provisions of this Agreement to be contrary to law, or if by operation of law any provision of this Agreement is invalidated, such provision(s) shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect. In the event of such invalidity, the parties will schedule a meeting at a mutually agreeable time, within thirty (30) days of one party's written request to the other, to discuss alternative language on the subject matter held to be or found to be invalid.

ARTICLE 2
RECOGNITION

Section 2.1. The Employer recognizes the FOP as the sole and exclusive bargaining representative for all employees in the bargaining unit as certified in the Case No. 09-REP-11-0138:

INCLUDED: Full-time Records, Evidence and Administrative Clerks and Secretaries, Jail Reimbursement Coordinators, Training Coordinators, and Financial Officers.

EXCLUDED: Financial Administrator, all other employees.

Section 2.2. The Employer recognizes the FOP as the sole and exclusive bargaining representative for all employees in the bargaining unit as certified in Case No. 09-REP-11-0139139:

INCLUDED: Sergeants, Corrections Sergeants. Jail Sergeants, Road Patrol Sergeants, Sergeants in the Detective Division, Sergeants in the Deputy Sheriff Division, Lieutenants, Corrections Lieutenants, Jail Lieutenants, Road Patrol Lieutenants, Lieutenants in the Detective Division, Deputy Sheriff Lieutenants and Corporals.

EXCLUDED: Sheriff, Director of Operations, Captain [Patrol], Captain [Investigations], Jail Administrator [Corrections], and all other employees.

Section 2.3. The Employer recognizes the FOP as the sole and exclusive bargaining representative for all employees in the bargaining unit as certified in Case No. 09-REP-11-0140:.

INCLUDED: Corrections Officers, Communications Officers, and Central Control Officers.

EXCLUDED: Director of Operations, all other employees.

Section 2.4. The Employer recognizes the FOP as the sole and exclusive bargaining representative for all employees in the bargaining unit as certified in Case No. 94-REP-07-136:

INCLUDED: Deputies & Detectives.

EXCLUDED: Sheriff, Corporals and above, all other employees.

NBH ARTICLE 3
UNION RIGHTS AND REPRESENTATION

Section 3.1. The Employer shall grant reasonable access to two (2) non-employee representatives of the Union to attend meetings or perform duties, including but not limited to the investigation and processing of grievances, to the extent the meetings or duties are specifically allowed by this Agreement. Such permission shall not be withheld unreasonably.

Section 3.2. The Union shall designate no more than three (3) members of the bargaining unit to serve as Grievance Representatives for its bargaining unit members. The Grievance Representatives shall be recognized by the Employer.

Section 3.3. The Union shall provide the Employer an official roster of its local officers, assigned representatives, and Grievance Representatives, which is to be kept current at all times by the Union and shall include the following:

1. name
2. jurisdictional area
3. union position held
4. work address and phone number of non-employee representatives

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

Section 3.4. The investigation, writing, and meeting with the parties concerned in a grievance will be allowed during on-duty hours. It cannot interfere with the operational functions of the department. The grievance representative will notify the Sheriff, (the Sheriff's designee) or shift supervisor and provide an estimated time (not to exceed thirty (30) minutes on a shift) that it will require to handle the grievance. If more time is needed, the grievance representative will obtain prior approval of the Sheriff, the Sheriff's designee or shift supervisor. In no event shall time spent writing grievances, investigating grievances, or meeting with the parties be considered as overtime or paid time outside the employee's regular working hours.

Section 3.5. Rules governing the activity of Union representation are as follows:

- A. The Union agrees that no official of the Union, employee or non-employee, shall interfere with, interrupt, or disrupt the normal work duties of employees. The Union further agrees not to conduct Union business during working hours, except to the extent specifically authorized herein.
- B. The Union representatives shall not enter any work areas of the Employer without obtaining permission from the designated representative of the Employer, and shall not conduct Union activities outside of the scope of the permission. Such permission shall not be unreasonably withheld.

Section 3.6. A bargaining unit member may have an employee representative present during questioning by a supervisor who is investigating a bargaining unit member for an infraction that

the supervisor reasonably believes could lead to a subsequent written reprimand or greater. The employee representative, if on-duty, will remain in paid status. An off-duty employee representative will not be compensated by the Employer.

ARTICLE 4

UNION DUES DEDUCTION

Section 4.1. Pursuant to Section 4117.09(B) of the Ohio Revised Code, the Employer shall deduct Union membership dues, in the amount certified by the Union to the Employer, the first pay period of each month from the pay of any Union member requesting same. The Employer shall deduct Union initiation fees and assessments, in the amount certified by the Union to the Employer, the first pay period of each month in which such fees and assessments are due from the pay of any Union member requesting same. If a deduction is desired, the member shall sign a payroll deduction form which shall be furnished by the Union and presented to the appropriate official. The Employer shall furnish to the Financial Secretary of the Union, once each calendar month, a warrant in the aggregate amount of the deductions made for the calendar month, together with a listing of Union members for whom such deductions were made.

Section 4.2. The Union shall indemnify and save the Employer harmless from any claim, action or proceeding brought by any or entity against it a result of its deduction of dues pursuant to this Article. Once dues are remitted to the Union, their disposition thereafter shall be its sole obligation and responsibility.

Section 4.3. The Employer shall be relieved from making dues deductions when an employee terminates their employment; transfers to a position outside the bargaining unit covered by this Agreement; is laid off from work; is on unpaid leave of absence; for any reason fails to earn sufficient wages to make all legally required deductions in addition to the deduction of Union dues; or revokes dues deduction authorization.

Section 4.4. Neither the Union nor any employee shall have a claim against the Employer for any error made in processing deductions unless a written claim of error is submitted to the Employer not more than sixty (60) calendar days after the error was made. Verified errors will be corrected by appropriate deductions from the next pay check from which dues are customarily deducted.

Section 4.5. The amount of dues to be deducted shall be certified to the Employer, in writing, by the Union. Changes in rates of deduction shall be effective thirty (30) calendar days after notice is received by the Employer or on the next payday from which dues are customarily deducted, whichever is later.

ARTICLE 5
GENDER/NON-DISCRIMINATION

Section 5.1. All references to employees in this Agreement designate both sexes, and whenever the male gender is used it shall be construed to include the male and female employees.

Section 5.2. The Employer agrees not to interfere with the rights of bargaining Unit members to become members of the Union; and the Employer shall not discriminate, interfere, or coerce any employee because of Union membership or because of activities as an officer or other representative of the Union.

Section 5.3. The Union agrees not to interfere with the rights of a member to refrain from or resign from membership in the Union; and the Union shall not discriminate, interfere, restrain, or coerce any member for exercising the right to abstain from membership in the Union.

ARTICLE 6
BULLETIN BOARDS

Section 6.1. The Employer shall provide bulletin board space for use by the employees in the bargaining unit. Material posted on the bulletin board shall relate only to the Union meetings, elections, social events and reports affecting the employees of the bargaining unit.

Section 6.2. No partisan or nonpartisan political announcements, posters, stickers, pins, buttons or any other campaign materials shall be posted or placed on the bulletin board,

Section 6.3. Material posted in violation of this Section may be removed and the responsible party disciplined if appropriate.

Section 6.4. The Union is permitted to utilize the intra-office mail system for the purpose of providing information pertaining to Union business or bargaining unit representation to bargaining unit members. The Union agrees that the use of the intra-office mail system will be reasonable and limited to providing information that is necessary for the normal conduct of Union business or bargaining unit representation.

The Sheriff may allow the Union to utilize the county email system and other office equipment for negotiation communications only during the negotiations of the Contract.

ARTICLE 7
GRIEVANCE PROCEDURE

Section 7.1. A grievance is defined as an allegation that there has been a breach, misinterpretation or improper application of any specific and express term or terms of this Agreement, other than the failure of any individual to meet established training, certification and/or recertification, or other mandated minimum qualifications for continued employment, resulting in transfer or

termination. Prior to such claim, any effected rejected employee will receive written notification of any failures and proposed action.

Section 7.2. A grievance, under this procedure, may be brought by any member of the bargaining unit or by the Union. Where a group of the bargaining unit members desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such group will process the grievance. However, group grievances shall be designated as a "group grievance" and shall be signed by all members of the group.

Section 7.3. All grievances shall be processed at the proper step in the progression in order to be considered at the next step, unless mutually agreed to otherwise. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step.

Any grievance not answered by the Employer's representative within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure.

The aggrieved employee may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Section 7.4. A written grievance shall be submitted within seven (7) calendar days after the incident giving rise to the grievance occurs, otherwise it will be considered not to have existed.

Section 7.5. All written grievances must contain the following information to be considered:

- A. Aggrieved employee's name, or names of all grievants, Group Grievances shall be designated as such and indicate the members of the group;
- B. Aggrieved employee's classification;
- C. Date grievance was first discussed;
- D. Date grievance is being filed in writing;
- E. Name of supervisor with whom grievance was discussed;
- F. Date and time grievance occurred;
- G. Where grievance occurred;
- H. Description of incident giving rise to the grievance;
- I. Articles and Sections of Agreement violated;
- J. Resolution requested;
- K. Any documentation believed to support the grievance.

The Union shall develop a grievance form which shall provide the information outlined in this Section. The Union shall have the responsibility for duplication, distribution and its own accounting of the grievance forms.

Section 7.6. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to resolve grievances at the earliest step

possible. Whenever any time limit specified in this Article ends on a Saturday, Sunday or legal holiday, the end of such time limit shall be extended until the end of the next day which is not a Saturday, Sunday or legal holiday. In furtherance of this objective, the following procedure shall be followed:

Informal Step: Before filing a grievance, the employee must discuss the grievance with the employee's immediate supervisor.

Step 1: In order for a grievance to receive consideration under this procedure, the grievant must identify the grievance to the immediate supervisor within the time limit specified in Section 7.4 on a written form as specified in Section 7.5. The immediate supervisor shall investigate and provide an appropriate answer in writing directly to the grievant or a representative of the grievant within seven (7) days following the date on which the grievance is presented. However, the immediate supervisor may not grant any relief requested in the grievance without first obtaining the written approval of the Sheriff (or designee).

Step 2: If the grievance is not resolved in Step 1, the employee may, within thirty (30) calendar days following the Step 1 reply, refer the grievance to the Sheriff (or designee.) The Sheriff (or designee) shall have seven (7) calendar days in which to schedule a meeting, if requested by either party, with the aggrieved employee. The Sheriff (or designee) shall investigate and respond in writing to the grievant within seven (7) calendar days following the meeting date or seven (7) calendar days following receipt of the grievance, whichever is later.

Step 3: If the grievance is not satisfactorily resolved in the manner provided for in Step 2, the Union may request arbitration by giving the Sheriff written notice of its desire to arbitrate, which must be received by the Sheriff (or designee) within thirty (30) calendar days of the Step 2 answer, in which event the grievance shall be arbitrated according to the following procedure: Within thirty (30) calendar days following the notice to arbitrate, the parties shall either agree upon an arbitrator or either party may request in writing the Federal Mediation and Conciliation Service to furnish the parties with a list of nine (9) arbitrators. The parties shall select the arbitrator by the alternate strike method (the parties alternately to strike first on each successive panel after the first panel). After eight (8) names are stricken. The arbitrator shall schedule the hearing with the mutual agreement of the parties as to date, time and place. The arbitrator shall hear and by this procedure, the remaining person shall be the arbitrator determine only one grievance per hearing. Multiple grievance arbitration by one (1) arbitrator at a single hearing being prohibited except upon specific and written agreement of the Union and the Employer to do so. The sole exception to this is two (2) or more grievances which arose

out of the same nucleus of operative facts. Within thirty (30) days after the closing of the hearing, the arbitrator shall issue his award in writing.

b. The jurisdiction and the authority of the arbitrator and their opinion and award shall be exclusively limited to the interpretation of the explicit provisions of this Agreement. The arbitrator shall have authority only to interpret and apply the specific provisions of this Agreement. The arbitrator's decision shall be final and binding on all parties.

c. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor to add to, subtract from or modify the language therein in arriving at a determination of any issue presented that is proper within the limits expressed herein. The arbitrator shall expressly confine themselves to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted for the hearing or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, as well as the related cost of the providing service selected in Step three (3) above. Federal Mediation and Conciliation Service, shall be split equally by the parties. The grievant shall be able to attend arbitration hearings at no loss of pay or benefits. The expenses of witnesses and other representatives shall be borne by the party they represent. A stenographic record of the arbitration proceedings may be made. Each party shall pay for its own copy of such record, if requested. The party requesting the stenographer shall pay for the stenographer, provided however, that if the other party requests a copy of the record, the parties shall split the cost of the stenographer.

Section 7.7. If a meeting or hearing is held pursuant to this Article, an employee acting as Union representative shall not be compensated for the time spent at the meeting or hearing. The grievant shall not receive compensation if the meeting or hearing is held during non-work hours. However, the affected employee or employee acting as a Union representative shall not forfeit compensation or benefits if the meeting or hearing is held during their normally scheduled hours.

ARTICLE 8

PERSONNEL FILES

Section 8.1. Every employee shall be allowed to review and copy any of their own personnel file (except open internal affairs files and background files containing information the release of which is prohibited by law) at any reasonable time upon written request to the Sheriff. An employee may also authorize a Union representative to review their personnel file.

An employee shall be permitted to review a closed internal affairs investigation file. However, no document in a closed internal affairs file which is not available for inspection pursuant to Ohio Revised Code Section 149.43 shall be made available to the employee.

Section 8.2. Should an employee have reason to believe there are improper or inappropriate documents in their file, the employee may notify the Sheriff, in writing, of the alleged improper or inappropriate information. The employee shall have the right to submit a written statement detailing objections to the materials in question. The employee's written statement will be attached to the document in dispute.

Section 8.3. No document from an anonymous source shall be placed in a personnel file.

Section 8.4. Documentation pertaining to past discipline will be purged from an employee's personnel file and placed in a separate file to be maintained pursuant to the Office's records retention schedule and in accordance with law based on the following schedule:

Initial Written Reprimands	6 months
Subsequent Written Reprimands	12 months
Suspension Documentation	24 months
Termination Documentation	Permanent

The date of discipline will be the date used to determine when an item can be removed. Purging only will occur if there has been no intervening discipline. Documents that are in the personnel file beyond the purging date cannot be considered to validate progressive discipline.

Section 8.5. The Employer shall comply with all relevant provisions of Ohio public records law when a request to view an employee's personnel records is made to the Employer.

ARTICLE 9 **WORK RULES**

Section 9.1. All new work rules, policies, regulations and changes to existing work rules, policies and regulations shall be posted prior to implementation. The shift supervisor will distribute and obtain the signature of each employee on a copy of the distribution of the new or changed rule. Each employee may make a copy of the new work rule.

Section 9.2. Nothing contained in this Article shall be construed in any manner as a limitation on the Employer's unfettered right to alter or add to its work rules, policies or regulations.

ARTICLE 10
PROBATIONARY PERIOD

Section 10.1. Every newly hired, transferred, and promoted employee will be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer in their new position. However, provided that for deputies, the deputy has received a certificate of satisfactory completion of the basic Peace Officers' Training Council prior to employment, and has furnished the certificate to the Employer. Included as “newly hired” employees will be those employees whose status becomes full-time after having served in an auxiliary, seasonal, intermittent, or part-time status. The probationary period for every newly hired employee shall continue for a period of twelve (12) months. A probationary employee may be disciplined, up to and including termination, at any time during their probationary period without resort to the grievance procedure or other challenge.

Section 10.2. The probationary period for every newly transferred and promoted employee shall continue for a period of twelve (12) months. During a promotional or transfer probationary period, an employee may be returned to their prior position at the appropriate rate of pay for that position. An employee returned during the first half of a promotional probationary period shall not be able to utilize the grievance procedure regarding the return to the employee's prior position. During the second half of the period, an employee may be returned to their former position for cause. Employees promoted or transferred to a different classification shall have two (2) weeks in order to decide to return to their prior position at their prior rate of pay on the day before their promotion. The probationary or transfer period of twelve (12) months shall include any time spent in that position within the prior twelve (12) months serving on a temporary basis.

Section 10.3. During the probationary period, a newly appointed corporal or sergeant will be sent, at the Employer's expense, to an approved course pertaining to first line supervision in the law enforcement field. Newly promoted lieutenants may be sent to an appropriate supervisory school during their probationary period.

ARTICLE 11
DISCIPLINE

Section 11.1. No employee shall be disciplined except for just cause.

Section 11.2. Discipline may include:

- A. initial written reprimand
- B. subsequent written reprimand
- C. suspension or demotion
- D. termination

Except in instances of serious misconduct, discipline will be applied in a progressive and uniform manner. Certain offenses may be serious enough to warrant termination by the Sheriff after compliance with Section (11.3) below, without regard to previous reprimands or discipline.

The Employer shall have the right, at its option, to offer an employee the right to forfeit accumulated vacation leave or compensatory time in lieu of a suspension without pay. If this option is offered by the Employer and accepted by the employee, the forfeiture shall be equivalent to a suspension for progressive disciplinary purposes.

Section 11.3. Whenever the Employer determines that an employee may be suspended, demoted, or terminated for disciplinary reasons, the Employer shall notify the employee in writing of the charges against the employee, the nature of the discipline being contemplated and generally the explanation of the Employer's evidence supporting the allegations. The employee may request copies of any documentation the Employer possesses at that time that supports the allegations. The employer shall designate a hearing officer to conduct a pre-disciplinary conference and shall notify the employee of the date and time of the conference and the identity of the Hearing Officer at least forty-eight (48) hours in advance.

The employee shall have an opportunity to respond orally or in writing to the charges prior to discipline being imposed, and may be accompanied by a Union representative or Labor Council Representative during such response. The employee's representative shall have the right to call witnesses and cross-examine witnesses.

During the period prior to the imposition of discipline, the employee may be placed on administrative leave with pay. The decision whether to place an employee on administrative leave shall be made solely by the Employer.

Section 11.4. If a meeting or hearing is held pursuant to this Article, an employee acting as Union representative and the employee who is the subject of the discipline shall not receive compensation if the meeting or hearing is held during non-work hours of that individual. If the meeting or hearing is held during work hours, then the employee shall be compensated.

Section 11.5. All discipline shall be subject to the grievance procedure set forth in this Agreement, but initial written reprimands shall not be subject to arbitration. The Employer shall have sixty (60) days from the incident or the discovery of the incident to initiate an investigation against the employee. The Employer must complete the investigation within ninety (90) days following the start of the investigation. However, neither of these two time periods apply if the underlying allegations against the employee are reasonably believed to be criminal in nature.

Section 11.6. When imposing a reduction in pay, demotion, suspension, or discharge, the Sheriff shall sign a written order of reduction, demotion, suspension, or discharge, and provide a copy of it to the employee(s) and Union representative who attended the due process hearing.

Section 11.7. Ohio Revised Code §124.34 is superseded by this Agreement and the sole and exclusive remedy for an employee wishing to contest a disciplinary action shall be through the grievance procedure of Article 7.

Section 11.8. Use of Polygraphs- An employee may, upon not less than twenty-four (24) hour advance notification, be required to submit to a polygraph examination as a part of an investigation

conducted by the Employer. A polygraph examination will be ordered when appropriate to a particular investigation, as determined by the Sheriff, based upon his the conclusion that such an examination is justified. When utilized a polygraph examination will be limited in scope to the purpose of the investigation which prompted the determination that its use was appropriate. The results of a polygraph, standing alone, shall not form a basis for discipline. The failure or refusal to submit to a polygraph examination, including a refusal to answer questions posed during the examination, may be considered grounds for disciplinary action.

ARTICLE 12

VACANCIES AND PROMOTIONS

Section 12.1. A vacancy occurs when the Employer intends to fill an existing full-time job which has become available on an indefinite basis, such as one (1) year or more, or when the Employer intends to create a new full-time job or add a full-time job to an existing bargaining unit classification. Leaves of absence or any other employment action, consequence, or result which causes a job opening so as to appear to create a vacancy, does not automatically create a vacancy until the Employer intends to fill that position. A decision by the Employer not to fill a vacancy is not subject to the grievance procedure or other legal challenge.

Section 12.2. When the Employer intends to fill an available existing full-time position, the following procedure shall be applied.

- a. Posting - The Employer shall post on all the bulletin boards, electronic notifications such as email, etc.; a notice of vacancy naming the available job and describing the required duties and responsibilities and the necessary employee qualifications needed to be considered for no less than five (5) calendar days including the first calendar day of posting.
- b. Selection - The Employer shall select the candidate it deems most qualified based on the relative significance it gives to each chosen candidate's skill, qualifications, experience, potential and seniority. If all candidates are deemed by the Sheriff to be equally qualified, then seniority is the determining factor.
- c. Selection from Outside Bargaining Unit - Nothing contained in this Article or this Agreement shall be construed as preventing or limiting the authority of the Sheriff to hire from outside of the bargaining unit or office should the Sheriff determine such individual is the most qualified person for the position.

Section 12.3. A promotion occurs when the Employer fills a vacancy in order to upgrade an employee's existing rank in the Department. The Employer agrees to first consider Office employees for promotion before hiring a higher ranked person from outside the Office.

Section 12.4 Lateral Transfer hiring

New hires with one of the following previous employment classifications will start at the pay scale, listed in this agreement based on completed years of service from the previous employer(s):

- Full time deputies with previous full-time employment as a sworn law enforcement officer with another public service entity.
- Full time communications officers with previous full-time employment as a communications officer, with such prior service not based solely to law enforcement.
- Any full-time employee with previous full-time employment with the Muskingum County Sheriff's Office.
- Full-time corrections officers with previous full-time employment as a corrections officer with an adult correctional facility.

For this section, any previous employment with a break of service of more than four (4) years and any prior service that concluded with a retirement will be disqualified. Seniority, longevity pay, and promotional opportunities will not be based on previous employment. The above sections shall apply to any current employee, not at top pay, that would have met the above requirements at the time they were hired. This section will be effective immediately at the start of this agreement and each employee will be moved to their appropriate step with their credited service. Any adjusted compensation will begin with this agreement and will not be retroactive prior to this agreement. For this section, pay step advancement will occur on the date that the employee has earned lateral transfer time, which is calculated by taking the total number of days of prior service and counting backwards from the first date of employment with the Sheriff's Office. This date will remain in effect until the employee gets to top pay.

ARTICLE 13 **SENIORITY**

Section 13.1. Seniority shall be defined as an employee's uninterrupted length of continuous full-time employment with the Employer, the Muskingum County Sheriff's Office. Supervisors, Central Control, Full-time Records, Evidence and Administrative Clerks and Secretaries, Jail Reimbursement Coordinators, Training Coordinators, Financial Officers, and Communications Officers have "time in grade" seniority.

Section 13.2. An updated seniority list will be completed by the Employer and posted each January.

Section 13.3. The following situations shall not constitute a break in continuous service:

- A. Absence while on approved leave;
- B. Absence while on approved sick leave or disability leave;
- C. Military leave; and
- D. A layoff of one year or less.
- E. Any absence caused, created, or is the proximate result of declared state of emergency (i.e., pandemic declared by the Governor, State of Ohio or the President of the United States).

Section 13.4. The following situations constitute breaks in continuous service for which seniority is lost:

- A. Discharge for just cause;
- B. Retirement;
- C. Layoff for more than one year;
- D. Failure to return to work within seven (7) calendar days of a recall from layoff absent extenuating circumstances such as illness, injury, or disability;
- E. Failure to return to work at the expiration of leave of absence;
- F. Voluntary resignation.

Section 13.5. The parties to this Agreement understand and acknowledge that the Sheriff has the ultimate authority to establish shifts and assign personnel to those shifts. The parties also understand and acknowledge that seniority rights are of fundamental importance to bargaining unit members and will, to the extent not inconsistent with basic operational needs, be respected.

To this end, each November, members shall submit their shift assignment preferences based on the shift bid posting for the following calendar year to the Employer. It is understood that the preference option shall include both designated shift and scheduled days off associated with that particular option as provided by the Sheriff. In the absence of a determination by the Sheriff that operational needs dictate otherwise, the Sheriff shall honor selected preference based upon seniority. Likewise, the Sheriff shall not alter assignments within the calendar year unless operational needs so require. If an employee is to be moved from a shift, it will be the least senior member. Operational need as utilized in this Article is intended to address such matters as skills, knowledge and abilities of employees, and training and experience of employees as well as unanticipated events such as prolonged absence within a shift due to accident or injury.

In the event that an employee wishes to challenge a shift assignment, the Employer shall have the burden of proof to show that the shift assignment was made based on an operational need.

ARTICLE 14

LAYOFF AND RECALL

Section 14.1. When the Employer determines that a layoff is necessary due to lack of work, reorganization, or lack of funds, the Employer retains the sole discretion to determine which bargaining unit shall be subject to the layoff. In the event of a layoff, the Employer shall notify the bargaining unit members as soon as practicable, but in any case no less than thirty (30) calendar days in advance of the effective date of the layoff. The FOP agrees to meet with the Employer to confer about the layoffs and alternate means to layoff if requested by the Employer.

Section 14.2. If it becomes necessary to lay off employees, all emergency, provisional, temporary, part-time and probationary employees in the bargaining unit will be laid off first before any reduction in the permanent work forces.

Section 14.3. Within the bargaining unit selected for layoff, permanent employees will be displaced in order of their seniority with that employee having the least seniority being displaced first then continuing in like manner until the required reduction in work force has been accomplished. Displacement ("bumping rights") will be consistent with the employee being able to perform the minimum functions of the position as set forth in the position description. Performing minimum functions as used in the Section means that the employee can perform the work without more than two (2) weeks training.

Section 14.4. Bargaining unit members will be recalled from a layoff in the reverse order of their layoff with the last employee laid off being the first called back.

Section 14.5. When employees are laid off, the Employer shall create a recall list. The Employer shall recall employees from layoff as needed. The recall shall be according to seniority beginning with the most senior employee and progressing to the least senior employee. An employee shall be eligible for recall for a period of one (1) year after the effective date of the layoff.

Notice of recall from a layoff shall be sent to the employee by certified mail with a copy to the Union. The mailing shall be to the last mailing address provided by the employee. Employees have an obligation to keep the Employer advised of their current mailing address.

The recalled employee shall have seven (7) calendar days following the Employer's mailing of the recall notice to notify the Employer of his intention to return to work and shall have seven (7) calendar days following the Employer's mailing of the recall notice in which to report to duty, unless a different date is otherwise specified.

An employee who is recalled shall be reinstated at a current rate of pay to match the length of time the employee was absent, all seniority, wages and benefits will be reinstated as if the employee was in paid status while laid off.

Section 14.6. Should it be necessary for the Employer to lay off employees consistent with the provisions of this Article, employees shall be permitted to exercise a voluntary layoff. Employees choosing to be voluntarily laid off shall be entitled to the recall rights afforded employees in this Article.

Section 14.7. Employees laid off, or volunteering to be laid off, are not permitted to perform any law enforcement duties on behalf of or through the Muskingum County Sheriff's Office during the period of the layoff.

ARTICLE 15

CLOTHING AND EQUIPMENT

Section 15.1. The Sheriff shall furnish required uniforms and equipment to bargaining unit members at no cost to the employee. Worn items shall be replaced as necessary upon determination by the Sheriff that such item should be replaced. The Sheriff shall provide detectives with such clothing as the Sheriff determines is appropriate. Upon appropriate verification as determined by

the Sheriff, the Sheriff shall reimburse employees for the reasonable cost of repair or replacement of eyeglasses, cell phones and wrist watches damaged in the non-negligent performance of their duties. Such reimbursement shall not exceed six hundred dollars (\$600.00) for corrective glasses, cell phones, and two hundred dollars (\$200.00) for wrist watches. Such reimbursement shall be made available only after all insurance claims and payments have been pursued. Employees required to wear civilian clothing in the performance of their duty who demonstrate that the clothing was damaged or destroyed in the performance of their duty shall be reimbursed for the reasonable cost of replacing such clothing. Detectives shall receive \$750.00 yearly as a clothing allowance reimbursement, subject to presentation of an itemized purchase receipt. By no later than January 31 of each year, Communications Officers and Central Control Officers shall receive a yearly \$150.00 stipend which is intended to cover the estimated reasonable cost to those employees of their pants, shoes, socks, and belt. The Full-time Records, Evidence and Administrative Clerks and Secretaries, Jail Reimbursement Coordinators, Training Coordinators, Financial Officers, and Communications Officers will receive a \$150.00 stipend and have the option of either: (1) wearing the Sheriff's Office issued polo style shirts or (2) wearing their own civilian clothing in lieu of receiving Sheriff's Office issued polo style shirts. This option must be selected by no later than January 15 of each year.

Section 15.2. Separation from Employment – Upon separation of employment, employees shall return to the Employer all currently utilized or issued uniforms, accessories and other items paid for by the County, prior to receiving their final paycheck. Items to be returned shall be those items set forth on the inventory listing applicable at that time. Any items not returned shall be deducted from the employee's final pay based upon the replacement cost of the item at the time of the separation. Such deduction from the employee's final pay shall be made without the employee's prior authorization.

Section 15.3. A Deputy retiring in good standing from the Muskingum County Sheriff's Office shall be allowed to purchase their service weapon from the County for the sum of one \$1.00 dollar. The Deputy shall be entitled to receive a badge signifying retirement.

Section 15.4. All full-time deputies who voluntarily attend the official training days at the Muskingum County Sheriff's Office range prior to the annual requalification test for firearm use will be provided, for use at the training days only, seventy-five (75) rounds of pistol ammunition, sixty (60) rounds of rifle ammunition, twenty four (24) rounds of shotgun ammunition, and a sufficient number of targets. All ammunition must be used during training day. Any unused ammunition not used will be left to be restocked.

ARTICLE 16 **INJURY LEAVE**

Section 16.1. Thirty (30), eight-hour (8) days of injury leave for each new injury will be allowed with pay if a bargaining unit member is injured while working. Injury leave days do not accumulate year after year. The employee must make a written request for injury leave. The employee shall notify his immediate supervisor in writing within twenty-four (24) hours after an on-duty injury

occurs. The Sheriff may require medical verification of the injury and inability to work. The employee agrees to pay the Employer any pay received from workers' compensation for the period of paid injury leave.

ARTICLE 17 **FOP LEAVE**

Section 17.1. A bargaining unit member who is a duly elected member of the Executive Board of the State FOP Lodge or subordinate Lodge Zane No. 5 or the Labor Council Representative of the bargaining unit, shall be authorized to use a maximum of three (3) paid work days per year to attend FOP/OLC functions such as conventions, educational meetings, or conferences; provided, however, that the total amount of FOP/OLC leave for the bargaining unit shall not exceed six (6) days per calendar year. A member must advise the Employer at least ten (10) days in advance of such requested leave.

ARTICLE 18 **SICK LEAVE**

Section 18.1. Each employee earns four point six (4.6) hours paid sick leave upon completion of each eighty (80) hours of service (which equals 5.75% of every eighty (80) hours worked). An hour of service means every hour for which an employee is paid to work, including every hour worked over eighty (80) hours in a fourteen (14) day pay period, as well as for every hour the employee uses accrued paid leave. Unused sick leave shall be cumulative without limit.

Section 18.2. An employee who transfers from one county office to another, or who transfers from other public employment in Ohio to county employment without interruption in service, shall be credited with the unused balance of sick leave accumulated in prior service. The employee is responsible for obtaining certification of any previously accumulated sick leave for county records.

Section 18.3. An employee who has been separated from county employment but who is reemployed by the county shall be credited with their previously accumulated sick leave, if the re-employment occurs within ten (10) years of the date of the employee's last separation from county employment.

Section 18.4. Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease that could be communicated to other employees, and for absence due to illness or injury in the employee's immediate family. For purposes of this Article, "immediate family" shall mean mother, father, sister, brother, child, stepchild, grandchild, grandparent, current spouse, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian, or other person who stands in the place of a parent. For the death of an immediate family member, or an employee's aunt or uncle, niece or nephew, or grandparent in-law, an employee shall be entitled up to three (3) days of bereavement leave not deducted from sick leave. For purposes of bereavement leave only, the definition of immediate

family shall be expanded to include a “significant other,” which shall be defined as a person with whom an employee is living with as if that person were a spouse.

Section 18.5. An employee who is absent due to one of the above reasons must report such absence to the appropriate supervisor as soon as possible, but at least one (1) hour prior to the start of the employee's shift. However, any employee assigned to work at the Muskingum County Court of Common Pleas, Muskingum County Juvenile Court, the Muskingum County Child Support Bureau, Muskingum County Court & Muskingum County Domestic Relations Court or any other job assigned to work at the offices of a separate county appointing authority, who is absent due to one of the above reasons, must reports such absence to the appropriate supervisor as soon as possible, but at least two (2) hours prior to the start of that employee’s shift. In order to qualify for use of paid sick leave, the employee must complete a Muskingum County Sheriff’s Office approved ~~leave~~ application for leave form. If the injured or ill person required medical attention, a licensed physician's certification must be attached to the application.

Section 18.6. When sick leave is used it shall be deducted from the employee's credit on the basis of one hour of sick leave for every one hour of absence from previously scheduled work. The sick leave payment shall not exceed the normal scheduled work or work week earnings.

Section 18.7. Upon the death of an employee, unused accumulated sick leave shall be paid to the employee's spouse, children, or parents, if any, in that order, or to the estate. Payment for accumulated sick leave at the time of death shall be based on the employee's straight-time hourly rate at the time of death, with one such hour of pay for every hour of accumulated sick leave.

Section 18.8. If an employee's illness or disability continues beyond the time covered by earned sick leave, the employee may request an unpaid disability leave or other unpaid leave of absence. The employee shall use earned vacation time after exhausting sick leave before applying for an unpaid leave. At any time following the expiration of all available paid leave and unpaid leave under the Family and Medical Leave Act, the Sheriff may initiate an involuntary disability separation of an employee as otherwise provided for in O.A.C. §123:1-30-01(A) – (E) and (G). While an employee who has been disability separated may utilize the grievance and arbitration procedure found within Article 7, the employee may not appeal the disability separation to the State Personnel Board of Review as otherwise provided for in O.A.C. § 123:1-30-01 (f).

Section 18.9. If the Sheriff has reasonable basis to believe that a member of the bargaining unit has misused or has abused sick leave, the Sheriff may require an employee to provide a licensed physician's certification stating the nature of the condition or to be examined by a health care provider designated and paid for by the Sheriff, in addition to any other remedies which the Sheriff may have under law. The Sheriff’s determination that a reasonable basis to believe there has been a misuse or abuse of sick leave shall not be arbitrary or capricious.

A Physician’s Certificate may also be requested for a period of one (1) day in the following circumstances with knowledge and approval of the Sheriff (or designee(s):

- Probationary employee

- Repeated one (1) or two (2) day absences, beginning with the fourth such occurrence in one twelve (12) month period from the previous sick leave absence
- Absences occurring with frequency on the same day
- Pattern of absences
- Multiple absences on the same day by two or more employees.

The employee shall be counseled and notified in writing when any of the above circumstances may exist and shall then be required to provide a Physician's Certificate. A Physician's Certificate will not be accepted unless it specifies the illness or condition, is issued during the dates of the absence, has anticipated date of return, and is signed by the treating physician.

A Physician's Certificate that specifies a condition of return to work shall be provided to the Sheriff (or designee), who will provide the employee with a Position Description of their respective position. If the position requirements cannot be met with or without a reasonable accommodation, the employee shall remain off until cleared by their physician to return to full duty, pursuant to the MCSO Fitness for Duty policy 22.3.1. The MCSO may require the employee to seek a second opinion from a physician at MCSO expense, pursuant to 22.3.1.

An employee who fails to provide a Physician's Certificate will be subject to discipline. The Physician's Certificate supplied by the employee shall be attached to the Absence Report and maintained in the employee's confidential medical file. Physician's Certificates and documentation relating to the illness, medical treatment or conditions are confidential records and are **NOT PUBLIC RECORDS**.

An employee who abuses or displays a pattern of abuse is subject to discipline. An employee who makes application for sick time with intent to defraud is subject to discipline. Any employee who provides false information relating to sick time, or alters a Physician's Certificate, shall be subject to immediate dismissal.

An employee on sick leave shall not work extra duty or at another place of employment during the employee's absence from MCSO. An employee on sick leave shall not be ordered to report for work in any circumstance.

Section 18.10. If an employee has ten (10) or more years of service, at the time of retirement or separation from service in good standing, the employees may elect to be paid in cash for one-fourth (1/4) the value of their accrued but unused sick leave credit, , any sick leave accrued before a transfer to the Muskingum County Sheriff's Office "from other public employment in Ohio" as set forth in Section 18.2. The payment shall be made at the employee's rate of pay at the' time of retirement and eliminates all accrued but unused sick leave to the employee's credit. The total value of sick leave credit that is paid shall not exceed the value of six hundred fifty (650) hours of accrued but unused sick leave.

Section 18.11. Sick Leave Donation. An employee may donate up to a maximum of forty (40) hours of accumulated and unused sick leave, annually, to another employee so long as the recipient has exhausted all available paid leave and the donating employee has a minimum bank of two hundred and forty (240) hours of accumulated and unused sick leave after the donation.

Section 18.12. If an employee has a sick leave balance of more than five hundred (500) hours at the end of the calendar year uses forty (40) hours or less of sick leave in the same calendar year, the employee will be credited with twenty-four (24) vacation leave hours.

If an employee has a sick leave balance of less than five hundred (500) hours at the end of the calendar year and uses eight (8) hours or less of sick leave in the same calendar year, the employee shall be permitted to exchange up to twenty-four (24) hours of sick leave for an equal number of vacation leave hours.

If an employee has a sick leave balance of less than five hundred (500) hours at the end of the calendar year and uses more than eight (8) hours (8+ to 16) of sick leave in the same calendar year, the employee shall be permitted to exchange up to eight (8) hours of sick leave for an equal number of vacation leave hours.

Section 18.13. For purposes of Article 18, a “physician” shall be defined to include any health care provider as defined by the Family and Medical Leave Act.

ARTICLE 19 VACATION

Section 19.1. Full-time employees, after completion of one full year of service, shall have earned eighty (80) hours of vacation leave with full pay. Thereafter, full-time employees shall earn and accrue vacation leave at the following annual rates:

1 - 6 years of service	80 hours (2 weeks' vacation)
7 - 12 years of service	120 hours (3 weeks' vacation)
13 - 18 years of service	160 hours (4 weeks' vacation)
19-24 years of service	200 hours (5 weeks' vacation)
25 -30 years of service	240 hours (6 weeks' vacation)
31 or more years of service	280 hours (7 weeks' vacation)

The practice of crediting employees with vacation leave on their employment anniversary shall continue. The above means that the employee starting their seventh 7th year shall be credited with three 3 weeks, starting their 13th year with four 4 weeks, 19th year with five 5 weeks, twenty-fifth year with six (6) weeks and starting their thirty-first year with 7 weeks of vacation time.

Vacation leave shall accrue to the employee at the rate of three and one-tenth hours each biweekly period for those entitled to eighty(80) hours per year; four and six-tenths hours each biweekly period for those entitled to one hundred twenty hours per year; six and two-tenths hours each biweekly period for those entitled to one hundred sixty hours per year; seven and seven-tenths hours each biweekly period for those entitled to two hundred hours per year; and nine and two tenths hour each biweekly period for those entitled to two hundred forty hours per year; ten and

seven tenths hours each biweekly period for those entitled to two hundred and eighty hours per year

Section 19.2. Any service with the State of Ohio or any of its political subdivisions counts toward the number of years of service in determining the amount of vacation to which an employee is entitled. The anniversary date of the employee's vacation leave is the anniversary date of such prior service. Time spent on previous authorized leaves of absence (including military leave) also counts. However, no vacation is earned while an employee is on leave without pay.

Section 19.3. Vacation schedules are subject to the approval of the Sheriff (or designee.)

Section 19.4. In case of an employee's death, earned but unused vacation leave shall be paid to the employee's spouse, children, or parents, in that order, or to the estate.

Section 19.5. Part-time employees (regularly scheduled less than forty (40) hours per week) are not entitled to accumulate paid vacation leave.

Section 19.6. Effective on an employee's anniversary date in 2022, an employee may accumulate vacation days in an amount equal to, but not greater than, the number of hours that the employee would receive for three (3) consecutive years. The Employer has final approval on the scheduling and arrangement of all vacations. In the event that an employee's request for vacation leave is granted but subsequently cancelled by the Sheriff (or designee,) the Sheriff will permit the employee to carry over such leave until the end of the next calendar year.

Section 19.7. Upon separation from employment, an employee will receive a money payment at the employee's then-current rate of pay for any earned but unused vacation to the employee's credit at that time.

Section 19.8. Central Control shall have a separate vacation schedule from that of the jail division.

Section 19.9. Each Bargaining Unit Member will earn annually three (3) personal days which may also be used for personal reasons other than illness, injury or death in the immediate family. Non-emergency personal leave will be administered like vacation and compensatory time. Emergency personal leave will be administered like sick leave. Such personal leave days will not accumulate from year-to-year. The use of personal leave days by Bargaining Unit Members does not disqualify members from the non-use of sick leave incentive as identified in Article 18.12. Personal days shall not be considered as "hours worked" for purposes of Article 22, Section 22.1.

ARTICLE 20

EMPLOYER-SUPPLIED MOTOR VEHICLES

Section 20.1. The Sheriff will, in the absence of economic constraints dictating otherwise, provide vehicles as follows:

- A. Supervisors and Deputies assigned to road patrol will be furnished a marked vehicle that may be driven home and parked at their residence during off duty hours.
- B. Supervisors and Detectives will be furnished an unmarked vehicle that may be taken home and parked at their residence during off-duty hours.
- C. Deputies are not guaranteed that a vehicle will always be available.

ARTICLE 21
HOLIDAYS

Section 21.1. Full-time employees shall receive eight hours of holiday pay for:

New Year's Day (January 1)
 Martin Luther King Day (third Monday in January)
 Washington-Lincoln Day (third Monday in February)
 Memorial Day (May 30)
 Independence Day (July 4)
 Juneteenth (June 19th)
 Labor Day (first Monday in September)
 Columbus Day (second Monday in October)
 Veterans' Day (November 11)
 Thanksgiving Day (fourth Thursday in November)
 Friday after Thanksgiving
 Christmas Day (December 25)

In lieu of holiday pay, each full-time employee may be granted up to forty (40) hours of straight compensatory leave to be banked and used consistent with Article 19.

Section 21.2. If the holiday falls on Saturday, the Friday immediately preceding shall be observed as the holiday; if it falls on Sunday, the Monday immediately succeeding shall be observed).

Section 21.3. An employee shall not receive holiday pay for any holiday which occurs on a day that the employee is absent on sick leave, or when the employee is absent on sick leave on the day before or the day after the holiday. Section 21.3 shall not apply to employees in classifications that are not normally scheduled to work on holidays, such as, but not necessarily limited to, Full-time Records, Evidence and Administrative Clerks and Secretaries, Jail Reimbursement Coordinators, Training Coordinators, and Financial Officers, as well as Deputies assigned to the positions of detective, transport, and school resource officer

Section 21.4. If an employee's work week is other than Monday through Friday, the employee is entitled to holiday pay for any holidays observed on the employee's days off.

Section 21.5. If the employee is required to work on a holiday as a result of their regular schedule, the employee shall receive holiday pay plus pay for time worked on the holiday. If an employee

is ordered into work on their day off to work on a holiday, is required to work overtime on a holiday, according to their supervisor, or volunteers to work overtime on a holiday and would normally earn time and a half compensation, the employee shall receive double time for those overtime hours worked. In order to qualify for double time, the time worked must be on the actual holiday.

ARTICLE 22 **HOURS AND OVERTIME**

Section 22.1. The standard work week for all employees covered by this Agreement shall normally be forty (40) hours per week of actual time worked by an employee. The work week shall be a period of seven (7) consecutive calendar days as designated by the Employer. Employees shall be compensated at straight-time hourly rates for all hours worked, except that employees shall be compensated at a rate of one and one half times their regular hourly rate for all hours worked in excess of forty (40) in a workweek. Hours worked shall not include sick leave, personal leave, and compensatory time. Hours worked shall include vacation time. If an employee is ordered to work, then personal leave and compensatory time shall count as hours worked within the same workweek.

Section 22.2. If an employee actually works more than forty (40) hours in a week, the employee may choose to be paid for the hours greater than forty (40) at one and one-half times their regular rate of pay or in compensatory time at one and one-half the time (e.g. one hour of overtime equals one and one-half hour compensatory time), by notation by the employee on the-time sheet.

Each bargaining unit member, except for communications officers, is permitted to have a maximum of eighty (80) hours of accumulated compensatory time in their compensatory time bank at any given time, but they may use up to one-hundred sixty (160) hours of compensatory time during a calendar year, thus making the compensatory time bank refillable. No communication officer may accumulate or use more than one hundred and four (104) hours of compensatory time during a calendar year beginning January 1.

Annual vacation selections will take place, by seniority, between January 1st and March 1st. After March 1st vacation selections will take place on a first come, first serve basis. An ~~Any~~ employee that would like to use vacation leave, personal leave, non-emergency sick leave, or compensatory leave, must complete and submit a Leave Request Form (03-08) to a supervisor for approval prior to its use. As to all employees primarily assigned to work in the jail (which, this sentence, does not include central control officers or deputies (“Court Security Officers”) assigned to perform court security in the General Division of the Muskingum County Court of Common Pleas, Muskingum County Court, Muskingum County Domestic Relations Court, or Muskingum County Juvenile Court, ~~(a.k.a. “court security officer”)~~), no more than two employees per shift will be permitted to use vacation leave, personal leave, or compensatory leave. As to all deputies (“Court Security Officers”) assigned to perform court security in the General Division of the Muskingum County Court of Common Pleas, Muskingum County Court, Muskingum County Domestic Relations Court, or Muskingum County Juvenile Court, they will be treated as their own assignment, separate from any other division and no more than one (1) of these employees will be permitted to use vacation leave, personal leave, or compensatory leave each day. As to all central control officers,

no more than one employee will be permitted to use vacation leave, personal leave, or compensatory leave during a Twenty four (24) hour period. As to all communications officers, up to two employees, that are not on the same shift, will be permitted to use vacation, personal leave and compensatory leave during a Twenty-Four (24) hour period only when the communications division is fully staffed. "Fully staffed" shall be defined as having all Eleven (11) positions (including the Communications Supervisor) of the communications division filled with full time, fully trained officers, with no employees on any type of extended leave. If an extended leave occurs, any leave time other than vacation time is subject to cancellation. The Sheriff (or designee) shall reserve the right to any and all decisions in these matters. As to all deputies assigned to road patrol, no more than two (2) employees per shift will be permitted to use vacation leave, personal leave, or compensatory leave at the same time. As to all school resource officers, no more than two (2) school resource officers will be permitted to use vacation leave, personal leave, or compensatory leave at the same time, when school is in session. When school is not in session, no more than three (3) school resource officers will be permitted to use vacation leave, personal leave, or compensatory leave at the same time. In all cases, compensatory time may be used only if approved in advance by the shift supervisor and noted by the employee on their time sheet.

Upon separation from employment, an employee will receive a money payment at the employee's then-current rate of pay for any earned but unused compensatory time owed at that time.

Section 22.3. Bargaining unit members required to appear on off-duty time before any court or before the Prosecutor for pre-trial conferences shall be paid their regular rate of pay for such off-duty appearances; there shall be a minimum of three (3) hours' show-up time paid. However, in the event that the bargaining unit member is required to appear for less than three (3) hours, the Employer is permitted to require the bargaining unit member to work for the balance of the three (3) hours. Bargaining unit members required to appear during off-duty time to address departmental issues, including training, shall be entitled to payment only for hours actually worked.

Section 22.4. When a deputy is specifically assigned to work as shift supervisor, the deputy will be paid at the minimum rate (patrol is sergeant/corrections is corporal) for a supervisor for that shift. The employee must appropriately indicate the hours worked as a shift supervisor.

Section 22.5. Overtime will be offered on a seniority basis in accordance with a system developed through a labor/management committee meeting(s). For purposes of this section, seniority shall be based on the employee's date of hire.

Section 22.6. (On-Call Pay) Detectives assigned to an on-call status for days other than a holiday listed in Section 21.1 shall receive two (2) hours of straight compensatory time for each day that the Detective is in on-call status, unless that Detective is called out. Detectives assigned to an on-call status for a holiday listed in Section 21.1 shall receive three (3) hours of straight compensatory time for each holiday that the Detective is in on-call status, unless that Detective is called out. If a Detective's compensatory bank is filled out at maximum capacity, that Detective is not eligible to receive the two (2) hours of straight compensatory time for each day or holiday, respectively, that the employee is on-call status.

Section 22.7. Bargaining Unit Members who are required to attend training sessions and/or related events outside of the Muskingum County, shall be compensated at their regular or overtime rate (whichever is applicable) of pay for all time spent traveling to and from training sessions and/or related events.

Section 22.8. Deputies who are assigned to perform K-9 duties, in recognition of their responsibility to provide care and maintenance to their assigned dog outside of their normal shift, shall earn and accrue an additional eighty (80) hours of vacation leave (2 weeks' vacation) over that they would otherwise accrue pursuant to Section 19.1. In the event that the Deputy's assignment to perform K-9 duties ends, that Deputy's accrual rate of vacation leave shall immediately revert to that rate set forth in Section 19.1.

Section 22.9 Field Training Officer

Any employee approved by the Sheriff (or designee) as a Field Training Officer (FTO) for a newly hired or transferred employee in the patrol and/or corrections division(s) shall receive the following pay increase for those hours worked as an FTO:

- Patrol FTO: \$1.75 increase on current rate of pay
- Corrections FTO: \$1.00 increase on current rate of pay
- Communications FTO: \$1.00 increase on current rate of pay
- Central Control FTO: \$0.75 increase on current rate of pay

FTO pay will stop when the trainee is no longer required to have direct supervision by the FTO. An example of this is when the trainee is released from the FTO to work alone in a cruiser on patrol or to work alone in a jail position. Supervisors or any employee working in an "OIC" capacity are not eligible for FTO pay.

ARTICLE 23

LABOR-MANAGEMENT COMMITTEE

Section 23.1. The Sheriff shall establish a labor-management committee, which shall not be used to bypass the chain of command. The Union shall appoint two members to the Committee. Committee meetings will be closed to the public. If the Sheriff schedules the labor-management committee meeting on work time of an employee on the committee, then such employee shall be paid for time when they are in a labor-management committee meeting with the Sheriff and/or designated representative. The Sheriff and the Union shall exchange a written list of all items that they desire to discuss at the labor-management committee at least five business days in advance of the meeting.

ARTICLE 24
PAY PLAN Administration

Section 24.1. The hourly rates for bargaining unit positions are set forth at appendix A. The five (5) steps of "Start," "1," "2," "3," and "4," shall be interpreted and applied as set forth in the following paragraphs. Each of the following paragraphs shall be considered to be separate and distinct provisions. Wages for bargaining unit employees are set forth in Appendix A.

- A. The "Start" step shall be the minimum rate and shall be the hiring rate for bargaining unit employees.
- B. A bargaining unit employee shall be advanced to Step "1" after one (1) year of continuous service at the "Start" Step.
- C. A bargaining unit employee shall be advanced to Step "2" after one (1) year of continuous service in Step "1."
- D. A bargaining unit employee shall be advanced to Step "3" after one (1) year of continuous service in Step "2."
- E. A bargaining unit employee shall be advanced to Step "4" after one (1) year of continuous service in Step "3."
- F. Pay Schedules with Steps 4 shall be maintained for bargaining unit employees.
(See Appendix A.)

Section 24.2. The Employer shall maintain the salary reduction method for PERS withholding.

ARTICLE 25
INSURANCE

Section 25.1. The Employer shall provide group health insurance of the same type which is provided to other non-bargaining unit County General Fund employees enrolled in the County plan. Provided, however, if other non-bargaining unit County General Fund employees generally are required to pay less than the amounts set forth in this Section, employees in the bargaining unit will also pay the lesser percentage paid by the other non-bargaining unit County General Fund employees generally. Insurance costs will be split as follows:

	EMPLOYER	EMPLOYEE
2022	80%	20%
2023	80%	20%
2024	80%	20%

Section 25.2. The Employer shall provide life insurance in the amount of at least twenty-five thousand dollars \$25,000 at the expense of the Employer.

Section 25.3. If the Employer desires to explore alternate health insurance plans or self-funding of health care expense, the Employer shall allow input from the FOP from a member of the bargaining unit who will be appointed by the FOP.

Section 25.4. The Employer shall provide a vision and dental insurance plan for the employees who are covered by the Employer's medical insurance. The Employer shall be solely responsible for the premiums for the vision and dental plan. Employees who are not covered by the Employer's medical insurance shall have the same opportunity to obtain vision and dental insurance as is provided to other non-bargaining unit County General Fund employees.

ARTICLE 26
LONGEVITY PAY

Section 26.1. Employees shall receive an hourly longevity amount added to their base pay rate. The longevity amount is based on completed years of service according to the following schedule:

	<u>2022</u>	<u>2023</u>	<u>2024</u>
5 through 10 years	\$0.73	\$0.73	\$0.73
11 through 15 years	\$0.78	\$0.78	\$0.78
16 through 20 years	\$0.83	\$0.83	\$0.83
21 through 25 years	\$0.88	\$0.88	\$0.88
26 through 30 years	\$0.93	\$0.93	\$0.93
31 or more years	\$0.98	\$0.98	\$0.98

Upon separation of employment, any payout of accrued hours will be paid at the base pay rate, not including the additional longevity amount.

ARTICLE 27
DRUG AND ALCOHOL TESTING
AND EXAMINATIONS

Section 27. 1. The Sheriff may require an employee to undergo testing for use of controlled substances and/or alcohol on individual reasonable suspicion of impairment on the job. Such testing will be done using accepted and recognized procedures, including procedures to protect individual privacy.

Section 27.2. Examination of employees to determine their ability to perform the material and substantial duties of their position and assignment may be required of employees by the Employer. Examinations shall be required for employees when ordered by the Employer. The cost of any examinations required by the Employer shall be paid by the Employer. Examinations

may be either periodic or as the Employer requires.

ARTICLE 28
NO STRIKE/NO LOCKOUT

Section 28.1. In as much as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Muskingum County.

The Union agrees that neither its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage or any other interruption of operations or services of the Employer by bargaining unit employees.

Section 28.2. Any officer or trustee of the Union, upon notice from the Employer of such job action, shall take whatever affirmative steps, reasonably within their ability, that are necessary to end such job action, and will not, in any fashion or manner, encourage, ratify, condone, suggest, or participate in any such job action.

Section 28.3. The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of bargaining unit members during the term of this Agreement, unless, those members have violated Section 1 of this Article.

ARTICLE 29
MANAGEMENT RIGHTS

Section 29.1. Except to the extent modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all of the legal rights to manage the operations of the Sheriff's Office. The rights of the Employer shall include, but shall not be limited to establish, change or abolish policies, practices, rules, or procedures for the conduct of the Sheriff's Office, its employees and its service to the citizens of the County, consistent with the provisions of this Agreement.

Section 29.2. The Employer's exclusive rights shall include, but shall not be limited to the following, except as expressly limited by the terms and conditions set forth in this Agreement:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the office standards of services, its overall budget, utilization of technology, and organizational structure;

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

Section 29.3. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing Agreements shall remain the rights and responsibilities of the Employer.

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

Section 29.4. 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 30 WAIVER IN CASE OF EMERGENCY

Section 30.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of County Commissioners or Sheriff of Muskingum County, or the federal or state legislature, such as acts of God, civil disorder or civil disaster, terms and conditions of this Agreement may be temporarily suspended by the Employer.

ARTICLE 31 ENTIRE AGREEMENT

Section 31.1. The Employer and the F.O.P. acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposal with respect to any subject or matter within the scope of collective bargaining negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement the F.O.P. voluntarily waives the right to negotiate collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of the F.O.P. at the time it negotiated and signed this Agreement.

Section 31.2. The provisions of this Agreement constitute the entire agreement between the parties and all prior negotiated agreements, understandings, and past practices, oral or written, express or implied, between the parties not contained herein and all rules or regulations not contained herein shall not be binding upon the parties to the Agreement. Amendments and modifications to this

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

ARTICLE 32
DURATION OF AGREEMENT

Section 32.1. The provisions of this Agreement establish certain rights and benefits for the FOP and the employees which shall only exist during the effective dates of this Agreement.

Section 32.2. If the FOP 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 nor later than ninety (90) calendar days prior to the expiration of this Agreement.

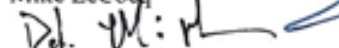
Section 32.3. This Agreement shall become effective January 1, 2022 and shall remain in effect until December 31, 2024.

This Agreement is signed and entered into on this 3rd day of December, and is hereby in full force and effect.


FOR FOP/OLC:


Tracy Rader, Sr. Staff Representative


Mike LeCocq



Todd E. Mahle

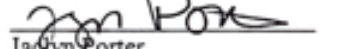

Brodie Brewer

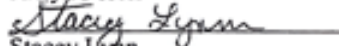

Cecil Lefever


Traci Hina


Chas Cosgrave


Brad Gearhart


Jaclyn Porter


Stacey Lynn

MUSKINGUM COUNTY SHERIFF:



BD. OF COUNTY COMMISSIONERS:








Jeffrey A. Stankunas, Legal Counsel

APPENDIX A
WAGES

		2022	2023	2024
Supervisor	Corporal	\$29.67	\$30.57	\$31.48
	Sergeant	\$31.09	\$32.02	\$32.98
	Lieutenant	\$33.91	\$34.93	\$35.98
Detective	Detective	\$30.24	\$31.15	\$32.08
	Det. Sgt.	\$32.50	\$33.48	\$34.48
	Det. Lt.	\$35.33	\$36.39	\$37.48
Deputy	Start	\$20.00	\$20.00	\$20.00
	Step 1	\$22.00	\$22.00	\$22.00
	Step 2	\$24.00	\$24.00	\$24.00
	Step 3	\$26.00	\$26.00	\$26.00
	Step 4	\$28.26	\$29.11	\$29.98
Corrections	Start	\$19.00	\$19.00	\$19.00
	Step 1	\$21.00	\$21.00	\$21.00
	Step 2	\$23.00	\$23.00	\$23.00
	Step 3	\$25.00	\$25.00	\$25.00
	Step 4	\$27.33	\$28.15	\$28.99
Dispatch	Start	\$18.75	\$18.75	\$18.75
	Step 1	\$20.50	\$20.50	\$20.50
	Step 2	\$22.25	\$22.25	\$22.25
	Step 3	\$24.00	\$24.00	\$24.00
	Step 4	\$26.02	\$26.80	\$27.60
	Supervisor	\$28.10	\$28.94	\$29.81
Clerical / C.C.	Start	\$17.00	\$17.00	\$17.00
	Step 1	\$18.50	\$18.50	\$18.50
	Step 2	\$20.00	\$20.00	\$20.00
	Step 3	\$21.50	\$21.50	\$21.50
	Step 4	\$23.17	\$23.87	\$24.59

APPENDIX B

PHYSICAL FITNESS INCENTIVE

- All commissioned OPOTA certified employees of the Muskingum County Sheriff's Office shall be allowed to display a physical fitness ability in a non-mandated setting. This fitness test will not be a requirement or mandatory test. The test will be held once a year for any OPOTA certified employee that wishes to receive four (4) hours into that employees personal leave bank for performing and passing a physical fitness test that is set by an agreement by the labor management committee.
- Test will be done once a year, and 70% of all sworn personnel within the agency must participate in order for the incentive to be awarded.
- Personnel that pass the test will be awarded the personal leave incentive. There will be no negative outcome for not passing the test.