



Tuscarawas County Sheriff – FOP 911 Operators – 2022-2024 CBA Final 2-10-2022

02/22/2022
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21-MED-10-1415
41470

AGREEMENT BETWEEN

**THE TUSCARAWAS COUNTY SHERIFF'S
OFFICE**

AND

**THE FRATERNAL ORDER OF POLICE/ OHIO
LABOR COUNCIL**

FOR 911 TELECOMMUNICATORS

Effective Date of Execution through December 31, 2024

**SERB Case Number:
2021-MED-10-1415**

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1 **PURPOSE**

2
3 This Agreement, by and between and the Tuscarawas County Sheriff, hereinafter referred to as the
4 “Employer,” and the Fraternal Order of Police/Ohio Labor Council, Inc. (FOP/OLC), hereinafter
5 referred to as the “Union,” is established for the purpose of defining the full and complete
6 understanding governing wages, hours, and the terms and conditions of employment for the
7 bargaining unit employees defined herein.
8

9
10 **ARTICLE 1**
11 **UNION RECOGNITION**
12

13 **Section 1.1. Bargaining Unit.** The Employer recognizes the Union as the sole and exclusive
14 representative for the bargaining unit employees. Wherever used in this Agreement, the term
15 “bargaining unit” shall be deemed to include those individuals employed full-time in the
16 classification of Telecommunicator.
17

18 **Section 1.2. Exclusions** Notwithstanding the provisions of this Article, all management-level
19 employees, professional employees, students, and supervisors, as defined in the Act, including the
20 Executive Assistant, Telecommunicator Supervisor/Trainer, Map Technician, and all other
21 employees, shall be excluded from the bargaining unit.
22

23 **Section 1.3. New Classifications** The Employer will advise the Union of any proposed new
24 classification(s) and the responsibilities of said classification(s), and agrees to meet and confer
25 with the Union regarding inclusion of any such new classification in the bargaining unit. If the
26 Union and the Employer are unable to agree whether said classification shall be included in the
27 bargaining unit, the parties agree to jointly file a petition for amendment of certification with the
28 State Employment Relations Board (SERB) pursuant to their rules and regulations solely to
29 determine whether said classification(s) shall be included in the bargaining unit.
30

31 **ARTICLE 2**
32 **MANAGEMENT RIGHTS**
33

34 **Section 2.1. Management Rights.** Except as specifically limited herein, the Employer shall have
35 the exclusive right to administer the business of the Tuscarawas County Sheriff’s Office in addition
36 to all other functions and responsibilities which are required by law. Specifically, the Employer’s
37 exclusive management rights include, but are not limited to, the following:
38

- 39 A. to manage and direct its employees, including the right to select, hire, promote, transfer,
40 assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause
41 and to maintain order among employees;
- 42 B. to promulgate and enforce employment rules and regulations and to otherwise exercise
43 the prerogatives of management;
- 44 C. to manage and determine location, type, and number of physical facilities, equipment,
45 programs, and the work to be performed;
- 46 D. to determine the Office’s goals, objectives, programs, and services, and to utilize both

- 1 internal and external personnel in the manner designed to effectively meet these
2 purposes;
- 3 E. to determine the size and composition of the work force and the number of shifts
4 required, to establish work schedules and hours of work, to establish, modify, or abolish
5 jobs (or classifications), and to determine staffing patterns, including but not limited to
6 the assignment of employees, duties to be performed, qualifications required, and areas
7 worked;
 - 8 F. to determine when a job vacancy exists and the standards of quality and performance to
9 be maintained;
 - 10 G. to determine the necessity to schedule overtime and the amount required thereof;
 - 11 H. to maintain the security of records and other pertinent information;
 - 12 I. to determine the overall budget;
 - 13 J. to maintain and improve the efficiency and effectiveness of the Employer’s operations;
14 and
 - 15 K. to determine and implement necessary actions in emergency situations.
- 16

17 **Section 2.2. Reservation of Rights.** The Ohio Labor Council recognizes and accepts that all
18 rights and responsibilities of the Employer not expressly restricted or modified herein shall remain
19 the exclusive function of the Employer.
20

21 The Employer retains and reserves all rights, power, authority, duty and responsibility confirmed
22 or invested in it by the laws and constitution of the State of Ohio and/or the United States of
23 America. The exercise of any such right, power, authority, duty or responsibility by the Employer
24 and the adoption of such rules, regulations, and policies as it may deem necessary, and as they
25 apply to employees represented by the Union, shall be limited only by the terms of this Agreement.
26

27 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority
28 of the Employer with regard to the operation of its work and business and the direction of its work
29 force which the Employer has not specifically abridged, deleted, granted, or modified by the
30 express and specific written provisions of this Agreement are, and shall remain, exclusively those
31 of the Employer.
32

33 **ARTICLE 3**
34 **NON-DISCRIMINATION**
35

36 **Section 3.1. Pledge of Both Parties.** The Employer agrees not to interfere with the rights of
37 employees to become members of the Union, and there shall be no discrimination, interference,
38 restraint, or coercion by the Employer or any Employer representative against any employee
39 because of Union membership or because of any legal employee activity in an official capacity on
40 behalf of the Union. The Employer and the Union will not discriminate against any employee on
41 the basis of gender, race, color, religion, national origin, disability, military status, and/or genetic
42 history.
43

44 **Section 3.2. Union Representation.** The Union recognizes its responsibility as bargaining agent
45 and agrees to represent all employees in the bargaining unit without discrimination, interference,
46 restraint, or coercion.

1
2 **Section 3.3. Union Non Interference** The Union agrees not to interfere with the rights of
3 employees to not become members of the Union, and there shall be no discrimination, interference,
4 restraint, or coercion by the Union or its representatives against any employee exercising the right
5 to abstain from membership in the Union or involvement in Union activities.
6

7 **Section 3.4. Gender.** All references to employees in this Agreement designate both sexes, and
8 wherever a gender is used, it shall be construed to include male and female employees.
9

10 **ARTICLE 4**
11 **WORK RULES**
12

13 **Section 4.1. Work Rules.** Work rules as defined in this section shall be those policies, procedures,
14 and directives which regulate the operations and the conduct of employees in the performance of
15 the Employer’s services and programs. New work rules affecting bargaining unit employees shall
16 be reduced to writing and made available to the Union and distributed to all bargaining unit
17 employees no less than seven (7) work days before implementation, unless an emergency situation
18 prevails, in which case it becomes effective immediately, and may be, at the request of either party,
19 a proper subject of a labor/management meeting.
20

21 **Section 4.2. Revisions to Work Rules.** It is agreed and understood that the Employer shall have
22 the right to revise and/or initiate work rules with respect to the conduct of its employees. The
23 Employer agrees that no work rule shall be in conflict with the provisions of this Agreement.
24

25 **Section 4.3. Copies Available to Employees.** A copy of the work rules outlined in Section 1
26 herein shall be made available to all bargaining unit employees.
27
28

29 **ARTICLE 5**
30 **PROBATION PERIODS**
31

32 **Section 5.1. Probationary Period, New Hire.** Entry-level employees who enter a bargaining
33 unit shall be required to successfully complete a probationary period. The probationary period
34 shall begin on the first day for which the employee receives compensation from the Employer in
35 the bargaining unit position and shall continue for a period of up to one (1) calendar year. An
36 entry level probationary employee may be terminated anytime during his probationary period and
37 shall have no right to appeal or grieve the termination.
38

39 **Section 5.2. Extension of Probationary Period.** A probationary employee who has lost work
40 time due to a non-job-related illness or injury shall have his probationary period extended by the
41 length of the illness or injury absence.
42

43 **ARTICLE 6**
44 **DUES DEDUCTION**
45

46 **Section 6.1. Dues Deductions.** The Employer agrees to deduct FOP/OLC membership dues in

1 accordance with this article for all employees eligible for membership in the bargaining unit.

2
3 **Section 6.2. Monthly Deduction.** The Employer agrees to deduct regular FOP/OLC membership
4 dues once each month from the pay of any employee in the bargaining unit eligible for membership
5 upon receiving written authorization signed individually and voluntarily by the employee. The
6 signed payroll deduction form must be presented to the Employer by the employee. Upon receipt
7 of the proper authorization, the Employer will deduct FOP/OLC dues from the payroll check for
8 the next pay period in which dues are normally deducted following the pay period in which the
9 authorization was received by the Employer.

10
11 **Section 6.3. Indemnification.** The parties agree that the Employer assumes no obligation,
12 financial or otherwise, arising out of the provisions of this article regarding the deduction of
13 FOP/OLC dues. The Union hereby agrees that it will indemnify and hold the Employer harmless
14 from any claims, actions, or proceedings by any employee arising from deductions made by the
15 Employer pursuant to this Article. Once the funds are remitted to the FOP/OLC, their disposition
16 thereafter shall be the sole and exclusive obligation and responsibility of the FOP/OLC.

17
18 **Section 6.4. Cessation of Deduction.** The Employer shall be relieved from making such
19 individual “check-off” deductions upon an employee’s: (1) termination of employment; (2)
20 transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid
21 leave of absence; (5) revocation of the check-off authorization; or (6) resignation by the employee
22 from the Union.

23
24 **Section 6.5. Insufficient Wages.** The Employer shall not be obligated to make dues deductions
25 from any employee who, during any dues months involved, shall have failed to receive sufficient
26 wages to make all legally required deductions in addition to the deduction of Union dues.

27
28 **Section 6.6. Correction of Errors.** The parties agree that neither the employees nor the
29 FOP/OLC shall have a claim against the Employer for errors in the processing of deductions,
30 unless a claim of error is made to the Employer in writing within sixty (60) days after the date such
31 an error is claimed to have occurred. If it is found an error was made, it will be corrected at the
32 next pay period that the FOP/OLC dues deduction would normally be made by deducting the
33 proper amount.

34
35 **Section 6.7. Amount of Dues.** The rate at which dues, fees and assessments are to be deducted
36 shall be certified to the Employer by the Treasurer of the FOP/OLC annually. One (1) month
37 advance notice must be to the Employer prior to making in an individual’s dues, or assessment
38 deduction.

39
40 **Section 6.8. Revocation of Dues.** Except as otherwise provided herein, each eligible employee’s
41 written authorization for dues shall be honored by the Employer for the duration of this agreement.

42
43 **Section 6.9. Fee.** The FOP/OLC shall be assessed a reasonable fee to offset the Employer’s cost
44 of providing payroll deduction of Union dues.

45
46 **Section 6.10. Compliance with Law.** It is the intent of the parties that this Article comply with

1 state and federal law currently in existence or developed in the future.

2
3 **Section 6.11. Employer Indemnified.** It is specifically agreed that the Employer assumes no
4 obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby
5 agrees that it will indemnify and hold the Employer harmless from any claims, actions or
6 proceedings by any employee arising from deductions made by the Employer hereunder.

7
8 **ARTICLE 7**
9 **UNION REPRESENTATION**

10
11 **Section 7.1. Associates.** Employees selected by the Union to act as Union representatives for the
12 purpose of processing grievances under the grievance procedure shall be known as Associates.

13
14 **Section 7.2. Non-Employee Union Representatives.** The Employer, except in isolated cases of
15 emergency and upon an advance notice, agrees to admit not more than two (2) non-employee
16 Union representatives to the Employer’s facility during the Employer’s normal office business
17 hours. Upon entering, such non-employee Union representatives shall identify themselves to the
18 Employer or his designated representative. Non-employee Union representatives shall be admitted
19 for the purposes established herein and shall only be permitted in the areas of the facility designated
20 by the Employer or his designated representative.

21
22 **Section 7.3. List of Associates** The Union shall provide to the Employer a list of associates who
23 shall be present in the absence of the Union Staff Representative and the names of the
24 representatives of the Fraternal Order of Police, Ohio Labor Council, which is to be kept current
25 at all times and shall include the following:

- 26 1 Name
27 2 Address
28 3 Home telephone or cell phone number of the associate

29
30 No employee shall be recognized by the Employer as a Union representative until the Union has
31 presented the Employer with written certification of that person’s selection.

32
33 **Section 7.4. Union Business.** The Employer shall recognize three (3) employees to act as the
34 Labor Council associates. For purposes of this Agreement, appropriate Union business where an
35 associate may be involved is defined as:

- 36 A. representation of an employee at any step of the grievance procedure;
37 B. representation of an employee at a disciplinary conference; and,
38 C. attendance at meetings between the Union and the Employer where their
39 attendance is requested.

40
41 **Section 7.5. Non-Work Time.** The investigation and writing of grievances shall be on non-duty
42 time. If grievance hearings are scheduled during an employee’s regular duty hours, the employee
43 (grievant and/or the associate) shall not suffer any loss of pay while attending the hearing. An
44 employee who is required to attend a grievance hearing as a witness for the Sheriff may be
45 compensated in accordance with Article 23, Call-In Pay, when applicable.

1 **Section 7.6. Rules for Union Representatives.** Rules governing the activity of the Union
2 representatives are as follows:

- 3 1. The Union agrees that no official of the Union, employee, or non-employee, shall interfere,
4 interrupt, or disrupt the normal work duties of other employees. The Union further agrees
5 not to conduct Union business during working hours except to the extent specifically
6 authorized herein;
- 7 2. The Union shall not conduct Union activities in any work area without notifying the
8 supervisor in charge of that area of the nature of the Union activity; and
- 9 3. The Union employee official shall cease Union activities immediately upon the request of
10 the supervisor of the area where the Union activity is being conducted or upon the request
11 of the employee’s immediate supervisor.

12
13 A Union employee official abusing the rules of this section shall be subject to disciplinary action.
14
15

16 **ARTICLE 8**
17 **NO STRIKE/NO LOCKOUT**
18

19 **Section 8.1. No Strike.** The Employer and the Union recognize that a strike would create a clear
20 and present danger to the health and safety of the public and that the Agreement provides
21 machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:
22

23 During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction, or
24 assist in any sick call work stoppage, strike, sympathy strike, or slowdown which affects the
25 Employer or his operations. Should any employee(s) engage in a sick call work stoppage, strike,
26 sympathy strike or slowdown, the FOP/OLC will promptly do whatever it can to prevent or stop
27 such unauthorized acts, including the preparation of a letter addressed to the Employer stating “the
28 strike action is not sanctioned and all employees should return to work immediately,” signed by
29 the ranking Union officer of the local.
30

31 **Section 8.2. Remedies.** In addition to any other remedies available to the Employer, any
32 employee or employees, either individually or collectively, who violate Section 8.1 of this Article,
33 are subject to discipline or discharge by the Employer. Disciplinary action taken in accordance
34 with the provisions of this article shall not be subject to the grievance procedure article.
35

36 **Section 8.3. No Lockout.** During the term of this Agreement, the Employer shall not cause,
37 permit or engage in any lockout of its employees unless those employees shall have violated
38 Section 8.1 of this Article.
39

40 **Section 8.4. Employer Access to Remedies.** Nothing in this Article shall be construed to limit
41 or abridge the Employer’s right to seek other available remedies provided by law to deal with
42 any unauthorized or unlawful strikes.
43
44
45
46

ARTICLE 9
CORRECTIVE ACTION

Section 9.1. Discipline. No employee shall be disciplined, reduced in pay and/or position, suspended, discharged, or removed except for just cause.

Section 9.2. Level of Discipline. Discipline will normally be applied in a corrective, progressive, and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee’s record of discipline, and the employee’s work record. The progression, where appropriate, may include an oral reprimand, a written reprimand, and a suspension for the same or related minor offenses prior to dismissal. In those instances where more severe discipline is warranted, the Employer may discipline the member according to the severity of the incident, up to and including termination/discharge.

Section 9.3. Prediscipline Meeting. Whenever the Sheriff determines that an employee’s misconduct may result in a suspension, reduction, or termination of employment, a meeting will be held to give the employee an opportunity to provide an explanation of the alleged conduct. The employee will be notified at least twenty-four (24) hours prior to the meeting of the charges that are pending. The employee may elect to waive this meeting by providing a written notice to the Sheriff.

Section 9.4. Conduct of Meeting. The Sheriff or his designee shall conduct the meeting. Those attending the meeting will include the affected employee, the associate/staff representative, when requested by the employee, and the affected employee’s immediate supervisor. No meeting shall be delayed/postponed more than three (3) workdays due to the availability of the Union staff representative.

Section 9.5. Charges. The individual conducting the meeting will present the charges regarding the incident and allow those in attendance to respond. The affected employee shall be given the opportunity to be the first respondent.

Section 9.6. Sheriff Informed. The individual who conducted the meeting, if different from the Sheriff, shall advise the Sheriff of all information received and discussed at the meeting. The Sheriff shall decide what discipline, if any, shall be imposed and provide a written notice to the affected employee of such action no later than two (2) workdays following the meeting.

Section 9.7. Retention of Discipline Records. Records of disciplinary action shall cease to have full force and effect for internal office purposes (i.e., discipline and promotions) according to the following schedule, provided there have been no intervening disciplinary actions taken during the same time period:

Oral Reprimand	12 months
Written Reprimand	12 months
Suspension, Discharge	36 months

Section 9.8. Discipline in Professional Manner. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

1
2 **Section 9.9. Appeal of discipline.** Any disciplinary action imposed by the Employer on a non-
3 probationary employee will be subject to appeal through the grievance procedure contained herein
4 at the option of the affected employee. Any disciplinary action imposed on a probationary
5 employee is not appealable through the grievance procedure. No appeals may be made by the
6 State Personnel Board of Review
7

8 Anonymous complaints without corroborative evidence shall not be the basis of any disciplinary
9 action; however, the Sheriff reserves the right to investigate any complaint and to question a
10 bargaining unit employee regarding any complaint, including an anonymous complaint.
11

12 The decision of the Sheriff may be appealed by filing a grievance at Step 2 of the grievance
13 procedure within five (5) working days of receipt of the decision.
14

15 **ARTICLE 10**
16 **PERSONNEL RECORDS**
17

18 **Section 10.1. Review of Personnel File.** Every employee covered by this Agreement shall be
19 allowed to review his personnel file during regular business hours upon request to the Sheriff and
20 in the presence of the Sheriff or his designated representative. It is understood and agreed that the
21 actual review shall not unreasonably disrupt the duties and responsibilities of the employee. The
22 Employer shall not be obligated to compensate an employee who schedules his/her review during
23 hours outside of his/her normal daily work shift. It is recognized by the parties that the Employer
24 may prescribe regulations for custody, use, and preservation of records, papers, and documents
25 pertaining to bargaining unit employees in accordance with state and federal laws. Any employee
26 may copy documents in his file. A copy of all documents relating to an employee's conduct,
27 discipline, and/or job performance shall be given to the employee at the time such document is
28 placed in the employee's personnel file.
29

30 **Section 10.2. Submissions to Personnel File.** If, upon examining his personnel file, a bargaining
31 unit member has reason to believe that there are inaccuracies in documents contained therein, he
32 may write a memorandum to the Sheriff explaining the alleged inaccuracy. If the Sheriff concurs
33 with the member's contentions, he shall either remove the faulty document or attach the member's
34 memorandum to the document in the file and note thereon his concurrence with the memorandum's
35 contents. If the Sheriff does not concur with the contentions of the member, the Sheriff will attach
36 the written memorandum to the document in the file without comment.
37

38 **Section 10.3 Retention of Discipline Records.** Records of suspension, reduction, or discharge
39 shall be maintained in the official personnel file for a period of three (3) years. Any such record
40 after three (3) years shall cease to have force and effect, providing no intervening discipline has
41 occurred. Intervening discipline shall, for the purpose of this provision (i.e., suspension, reduction)
42 mean a suspension of three (3) days or more. Records of written warnings and reprimands shall
43 cease to have force and effect twelve (12) months from the date of issuance, provided no
44 intervening discipline has occurred.
45

1
2
3 **ARTICLE 11**
4 **BULLETIN BOARDS**

5 **Section 11.1. Bulletin Boards.** The Employer agrees to provide a bulletin board in the current
6 area for use by the Union.
7

8 **Section 11.2. Permitted and Prohibited Postings** All Union notices which appear on the bulletin
9 boards shall be signed, posted, and removed by the FOP/OLC associate during non-work time.
10 FOP/OLC notices relating to the following matters may be posted without the necessary of
11 receiving the Employer’s prior approval:
12

- 13 A. FOP/OLC recreational and social affairs;
- 14 B. notice of FOP/OLC meetings;
- 15 C. FOP/OLC appointments;
- 16 D. notice of FOP/OLC elections;
- 17 E. results of FOP/OLC elections;
- 18 F. reports of non-political standing committees and independent non-political arms
19 of the FOP/OLC; and
- 20 G. non-political publications, rulings or policies of the FOP/OLC.
21

22 All other notices of any kind not covered in (A) through (G) above must receive the prior
23 approval of the Employer or his designated representative.
24

25 It is also understood that no material may be posted on the Union bulletin board at any time
26 which contains the following:

- 27 A. personal attacks upon any other member or any other employee;
- 28 B. scandalous, scurrilous or derogatory attacks upon the Employer;
- 29 C. attacks on any employee organization, regardless of whether the organization has
30 local membership; and
- 31 D. attacks on and/or favorable comments regarding a candidate for public office, or
32 for office in any employee organization.
33

34 **Section 11.3.** No Union-related materials of any kind may be posted anywhere in the Employer’s
35 facilities or on the Employer’s equipment, except on the bulletin boards designated for use by the
36 FOP/OLC.
37

38 **ARTICLE 12**
39 **LABOR/MANAGEMENT MEETINGS**

40
41 **Section 12.1. Meetings.** In the interest of sound labor/management relations, on a mutually
42 agreeable day and time, the Employer and/or his designated representative and one (1) other
43 member of management shall meet with not more than one (1) associate who is on duty at the
44 time of the meeting and up to two (2) other associates of the Union in order to promote a more
45 harmonious labor/management relationship between the Union and the Employer.
46

1 **Section 12.2. Agenda.** Agendas will be exchanged by both parties at least five (5) working days
2 in advance of the scheduled meetings with a list of the matters to be taken up in the meeting and
3 the names of those Union representatives who will be attending. The purpose of such meetings
4 shall be to:

- 5 1. discuss the administration of this Agreement;
- 6 2. discuss grievances which have not been processed to the third party adjudication step of
7 the procedure when such discussions are mutually agreed to by the parties;
- 8 3. notify the Union of changes made or contemplated by the Employer or the County which
9 affect bargaining unit members of the Union, including advising on new or combined
10 classifications;
- 11 4. disseminate general information of interest to the parties;
- 12 5. give the Union representatives the opportunity to share the views of their members and/or
13 make suggestions on subjects of interest to their members, including interpretations of the
14 agreement where such discussion may prevent the necessity of filing a grievance; and
15 6. discuss ways to increase productivity and improve efficiency.

16
17 **Section 12.3. Responses.** Written responses requested by the Employer or the Union during such
18 meetings in regard to items raised by either party who attended such meetings shall be furnished
19 to the receiving party within ten (10) work days after such meetings, unless the parties mutually
20 agree to a time extension.

21
22 **Section 12.4. Not Alter Agreement.** Except as provided herein, labor/management meetings are
23 not intended as negotiation sessions to alter or amend the basic Agreement.

24
25 **Section 12.5. Attendance at Meetings.** The bargaining unit employee representing the Union,
26 as authorized by this agreement, in labor/management meetings shall be given sufficient time
27 without loss of pay or benefits to attend these meetings, if held during her working hours, provided
28 operational needs do not require the employee’s presence at her work area. Should this type of
29 conflict arise, the meeting will be rescheduled at the earliest possible date. The Employer shall
30 not be required to pay employees for attending during their non-working hours.

31
32 **ARTICLE 13**
33 **SENIORITY**
34

35 **Section 13.1. Definition of Seniority.** Except as may be otherwise indicated in this Agreement,
36 seniority shall mean continuous length of service as a Telecommunicator with the Tuscarawas
37 County 9-1-1 Center.

38
39 There shall be two (2) types of seniority, department and classification. “Department seniority”
40 shall be defined as the continuous length of uninterrupted service with the Sheriff s Office and/or
41 the 9-1-1 Center. An employee’s department seniority shall begin on the first day of his individual
42 training period. Departmental seniority shall be used to compute longevity pay.

43
44 “Classification seniority” shall be defined as service with the Tuscarawas County as a 9-1-1
45 Telecommunicator. Classification seniority shall be used to compute/move through the wage
46 scale, for purposes of layoff and recall, and when applicable, shift selection.

1
2 **Section 13.2. Break in Service.** An employee who has a separation from service, which shall be
3 considered to have had a “break in service,” includes but is not limited to:

- 4 1. a resignation;
- 5 2. retirement;
- 6 3. removal;
- 7 4. discharge;
- 8 5. failure to return from an authorized leave of absence, absence of three (3) or more
9 consecutive work days without calling in when the employee cannot demonstrate
10 circumstances to excuse such neglect;
- 11 6. failure to timely return to work upon recall from layoff;
- 12 7. absence from employment for a period of two (2) or more years for any cause, except
13 military leave of absence; or
- 14 8. disability separation,

15
16 The following do not constitute a break in service, and therefore count towards an employee’s total
17 length of uninterrupted service:

- 18 1. authorized leave of absence from which the employee returns not to exceed two (2)
19 years;
- 20 2. vacation, sick leave, or any other time an employee is in active pay status;
- 21 3. military leave;
- 22 4. layoff followed by recall within a period of one (1) calendar year.

23
24 **Section 13.3. Ties** In the event two (2) employees have identical last dates of hire, the senior
25 employee shall be determined by the last four digits of the employee’s social security number with
26 the person with the highest number being designated the more senior.

27
28 **ARTICLE 14**
29 **LAYOFF AND RECALL**
30

31 **Section 14.1. Layoff.** When the Employer determines that a layoff or job abolishment is
32 necessary, he shall notify the affected employees at least ten (10) calendar days in advance of the
33 effective date of the layoff or job abolishment. The Employer, upon request from the Union, agrees
34 to discuss with representatives of the Union the impact of the layoff on bargaining unit employees.
35

36 **Section 14.2. Layoff by seniority.** The Employer shall determine in which classification(s), when
37 applicable, layoff will occur. Within each classification affected, the Employer shall layoff an
38 employee(s) in the following order: Employees in reverse order of classification seniority. The
39 employee with the least amount of classification seniority shall be the first one laid off, and this
40 process shall continue with other employees until the specific number of employees to be laid off
41 has been achieved.

42
43 The parties recognize and agree that in the event of a layoff of Communication Sergeants that the
44 Communication Sergeants have the right to bump/displace less senior Telecommunicators based
45 on department seniority. The parties recognize and agree that the right to bump/displace is from a
46 position in a different bargaining unit.

1
2 **Section 14.3. Recall list.** When employees are laid off, the Employer shall create a recall list for
3 each classification, when applicable. The Employer shall recall employees from layoff within
4 each classification as needed. The Employer shall recall such employees according to seniority,
5 beginning with the most senior employee in the classification and progressing to the least senior
6 employee up to the number of employees to be recalled. An employee shall be eligible for recall
7 for a period of one (1) year after the effective date of the layoff.

8
9 **Section 14.4. Recall.** A notice of recall from layoff shall be sent to the employee by registered
10 mail with a copy to the Union. The Employer may comply by mailing the recall notice by
11 registered mail, return receipt requested, to the last mailing address provided by the employee.

12
13 The recalled employee shall have ten (10) calendar days following the date of the receipt of the
14 recall notice to notify the Employer of his intention to return to work and shall have ten (10)
15 calendar days following the mailing date of the recall notice in which to report for duty, unless a
16 different date for returning to work is otherwise specified in the notice.

17
18 Any laid off employee who is leaving the County for a period of more than one (1) week at any
19 given time shall notify the Sheriff of her absence and provide the Sheriff the name/phone number
20 of her authorized designee. While on a recall list employees shall be responsible to maintain the
21 necessary certifications and licenses for their classification. Employees at the time of recall who
22 do not have the necessary certifications or licenses for their classification shall not be eligible for
23 recall and may be maintained on the recall list for a period not to exceed six (6) months unless the
24 recall list expired in the interim.

25
26 **ARTICLE 15**
27 **GRIEVANCE PROCEDURE**
28

29 **Section 15.1. Definitions.** The term “grievance” shall mean an allegation by a bargaining unit
30 employee or the Employer that there has been a breach, misinterpretation, or improper application
31 of this Agreement. It is not intended that the grievance procedure be used to effect changes in the
32 articles of this Agreement, nor those matters not covered by this agreement.

33
34 The term “work days” or “working days” for this Article and when used elsewhere in this
35 Agreement shall mean calendar days except for Saturdays, Sundays, holidays and other days the
36 administrative offices of the Sheriff’s Office are closed.

37
38 **Section 15.2. Timeliness and Processing of Grievances.** All grievances must be processed at
39 the proper step in order to be considered at subsequent steps.

40
41 Any employee may withdraw a grievance at any point by submitting in writing a statement to that
42 effect, or by permitting the time requirements at each step to lapse without further appeal. Any
43 grievance which is not processed by the employee within the time limits provided shall be
44 considered resolved based upon the Employer’s last answer.

45
46 Any grievance not answered by the Employer within the stipulated time limits may be advanced

1 by the employee to the next step in the grievance procedure. All time limits on grievances may be
2 extended upon mutual consent of the parties, but any such agreement must be in writing and signed
3 by both parties. Similarly, any step in the grievance procedure may be skipped on any grievance
4 by mutual consent.

5
6 **Section 15.3. Grievance Procedure.** It is the mutual desire of the Employer and the Union to
7 provide for prompt adjustment of grievances, with a minimum amount of interruption of the work
8 schedules.

9
10 Every responsible effort shall be made by the Employer and the Union to affect the resolution of
11 grievances at the earliest step possible. In furtherance of this objective, the following procedure
12 shall be followed:

13
14 **Step 1 Division Commander** In order for an alleged grievance to be considered under this
15 procedure, an employee must identify and discuss the alleged grievance with their Division
16 Commander within five (5) work days of the occurrence that gave rise to the alleged grievance.
17 The Division Commander shall provide a documented verbal response to the employee within
18 three (3) workdays following the discussion with the employee.

19
20 If the grievance is not resolved in the initial verbal stage as described herein, the employee shall
21 reduce the alleged grievance to writing and within three (3) working days following the Division
22 Commander’s verbal response submit the grievance to the Division Commander. The Division
23 Commander shall have five (5) workdays in which to schedule a meeting, if he deems such
24 necessary, with the grieved employee and his representative. The Division Commander shall
25 investigate and respond in writing to the grievant within five (5) workdays following the meeting
26 date.

27
28 **Step 2 Sheriff/Designee**

29 If the grievance is not resolved at Step 1, the employee, with the appropriate grievance
30 representative, if the former desires, may refer the grievance to the Sheriff or his designee, within
31 five (5) workdays after receiving the Step 1 reply. The Sheriff or his designee shall have five (5)
32 workdays in which to schedule a meeting with the grieved employee and his associate, if the former
33 desires. The Sheriff or his designee shall investigate and respond to the grievant within ten (10)
34 workdays following the meeting.

35
36 **Step 3 - Arbitration**

37 1. Within ten (10) working days (postmark) after the Sheriff s response, the union may refer
38 the grievance to an arbitrator by giving written notice to the Sheriff and to the Federal
39 Mediation and Conciliation Service (FMCS). The arbitrator shall be selected by the
40 alternate strike method from a list of seven (7) names submitted by the FMCS. The
41 association shall be the first to strike, followed by the Sheriff or his representative, and the
42 parties will alternate in this respect until one (1) name remains on the list. Said person
43 shall be designated as the arbitrator. All other procedures relative to the hearing shall be
44 according to the rules and regulations of the FMCS. Prior to striking names, either party
45 may request that one list be rejected and submit a request for another list from the FMCS.
46 Alternatively, the parties may mutually agree on an arbitrator.

1
2 In the event the Sheriff is not notified, or the grievance is not referred to arbitration within
3 the time limits prescribed, the grievance shall be considered resolved based upon the
4 Sheriff's answer in Step 2

- 5
6 2. The arbitrator shall hold the necessary hearing promptly and issue the decision within such
7 time as may be agreed upon. The decision shall be in writing and a copy sent to all parties
8 present at the hearing.

9
10 The decision of the arbitrator shall be binding on the Sheriff, the FOP/OLC, and the
11 employee(s).

12
13 Disputes may only be submitted to arbitration during the life of this Agreement. No issue
14 whatsoever may be arbitrated or subject to arbitration unless such issue results from an
15 action or occurrence which takes place during the effective dates or agreed extensions of
16 this Agreement. No decision by an arbitrator shall infringe upon the obligation of the
17 County or Office as expressed or intended by the provisions of Ohio law.

- 18
19 3. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter
20 any of the provisions of this contract, nor add to, detract from, or modify the language
21 therein in arriving at a determination of any issue presented that is proper within the
22 limitations expressed herein. The arbitrator shall expressly confine himself to the precise
23 issue(s) submitted for arbitration and shall have no authority to determine any other issue(s)
24 not so submitted to him or to submit observations or declarations of opinion which are not
25 directly essential in reaching his determination.

26
27 The arbitrator shall be without authority to recommend any relief on an alleged grievance
28 occurring at any time other than the contract period in which such right originated or to
29 make any award based on rights arising under any previous agreement, grievance or
30 practices. The arbitrator shall not recommend any new or different wage rates be
31 established which were not negotiated as part of this agreement. In the event of a monetary
32 award, the arbitrator shall not recommend retroactive settlement prior to the date the
33 grievance was discussed in Step 1 of the grievance procedure. In the case of disciplinary
34 action, suspension, reduction, or discharge, the arbitrator shall have the authority to make
35 his award effective back to the date of the discipline. The question of arbitrability of a
36 grievance may be raised by either party before the arbitration hearing of the grievance, on
37 the grounds that the matter is non-arbitrable or beyond the arbitrator's scope of authority
38 or jurisdiction. The first question to be placed before the arbitrator will be whether or not
39 the alleged grievance is arbitrable or beyond the arbitrator's scope of authority or
40 jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability,
41 the alleged grievance will be heard on its merits before the same arbitrator.

- 42
43 4. The cost of the arbitrator shall be borne by the losing party. Should the decision not fully
44 affirm the position of either party, the arbitrator shall determine which party shall pay the
45 costs of the arbitrator or in what proportion the parties shall share the costs.

1 **Section 15.4. Grievance Form.** All grievances must contain the following information to be
2 considered and must be filed using the grievance form mutually agreed upon by both parties:

- 3 A. aggrieved employee’s name and signature;
- 4 B. aggrieved employee’s classification;
- 5 C. date and time grievance was first verbally discussed with the Communications
6 Supervisor;
- 7 D. date and time grievance occurred;
- 8 E. the location where the grievance occurred;
- 9 F. a description of the incident giving rise to the grievance;
- 10 G. specific articles and sections of the agreement violated; and
- 11 H. a specific desired remedy to resolve the grievance.

12
13 **Section 15.5. Group Grievance.** A grievance may be brought by any employee covered by this
14 agreement. Where a group of bargaining employees desire to file a grievance involving an incident
15 affecting several employees in the same manner, one (1) employee shall be selected by the group
16 to process the grievance. Each employee who desires to be included in such grievance shall be
17 required to sign the grievance.

18
19 **Section 15.6. Representative.** An employee processing his grievance and his employee
20 representative (associate) shall suffer no loss in pay for attending grievance hearings scheduled
21 during their normal work hours/shift.

22
23 **Section 15.7. Exclusive Method of Appeal.** This grievance procedure shall be the exclusive
24 method of resolving grievances. The parties agree that the State Personnel Board of Review shall
25 have no authority over matters subject to this grievance and arbitration procedure. However, in
26 no way shall this exclusivity deny an individual his constitutional rights, and any individual may
27 pursue his constitutional rights; nor may the County, the Sheriff’s Office or Department be denied
28 its legal rights under the State law.

29
30
31 **ARTICLE 16**
32 **HOURS OF WORK/OVERTIME**
33

34 **Section 16.1. Purpose.** This article is intended to define the normal hours of work per day or per
35 week in effect at the time of execution of this agreement. Nothing contained herein shall be
36 construed as preventing the Employer from restructuring the normal workday or work week for
37 the purpose of promoting efficiency or improving services, or from establishing the work
38 schedules of employees. Such restructuring shall not be done for the purpose of avoiding payment
39 of overtime. This Article is intended to be used as the basis for computing overtime and shall not
40 be construed as a guarantee of work per day or per week.

41
42 **Section 16.2. Work Week.** The standard work week for all full-time employees covered by the
43 terms of this Agreement shall be forty (40) hours, including a lunch period. The work week shall
44 begin with the first shift on Sunday and end with the last shift the following Saturday.

45
46 **Section 16.3. Overtime/Compensatory Time.** When an employee is required by the Employer

1 to work more than forty (40) hours in a work week, as defined in Section 16.2 above, including
2 the lunch period, she shall be paid by either overtime pay or by compensatory time for all time
3 worked in excess of forty hours (40) hours. For the purpose of computing overtime/compensatory
4 time, approved vacation, personal days, funeral leave, compensatory time, and sick leave shall be
5 considered as time worked.

6
7 Overtime pay/compensatory time shall be paid at the rate of one and one-half time the employee's
8 regular hourly rate of pay.

9
10 Employees may accrue/bank compensatory time to a maximum of eighty (80) hour in a pay year
11 which will begin with the first day of pay period 1 each year. Any accrued, unused compensatory
12 time at the end of the last pay period of the year shall be carried over to the following year and
13 apply to the maximum allowed to be accumulated in that year: for example, an employee with 40
14 hours balance at the end of a calendar year may then only accumulate an additional 40 hours in the
15 following year

16
17 Compensatory leave may be requested in increments of one-half (1/2) hour and must be submitted
18 at least three (3) days prior to the date requested. It is understood that the Sheriff reserves the right
19 to deny a compensatory time leave request if another employee on same shift is scheduled for an
20 approved vacation or personal day. The Sheriff has the right to deny a compensatory time request
21 based on operational needs, load requirements and staffing needs and such denial is non-grievable.

22
23 Nothing contained herein shall prohibit the parties from mutually agreeing to waive the advance
24 notice time periods described in the above paragraph on a non-precedent/non- grievable basis.

25
26 **Section 16.4. Annual Conversion of Unused Compensatory Time.** Annually employees may
27 convert unused compensatory time. Written request to convert compensatory time shall be
28 submitted by November 10. Payment will be made in December. The maximum conversion will
29 be 40 hours.

30
31 **Section 16.5. Lunch Period.** Each employee shall be granted a paid one-half (1/2) hour lunch
32 period during their regular work shift, in accordance with the practice observed at the execution of
33 this agreement. Break periods shall continue as currently provided.

34
35 **Section 16.6. Pyramiding.** Compensation shall not be paid more than once for the same hours
36 under any provision of this article or agreement.

37
38 **Section 16.7. Filling Overtime.** In the event it becomes necessary to fill an overtime position on
39 a specific shift, due to an unscheduled absence of an employee without prior approval, it is agreed
40 that such overtime will be offered to full-time bargaining unit employees before offering such
41 overtime to a part-time employee(s) who has worked forty (40) hours in that particular week. Only
42 those hours actually worked in 9-1-1 Central Dispatch shall be used for overtime calculation.
43 Overtime callout procedure will be as follows. Overtime for Telecommunicators will be offered
44 first to Telecommunicators and then to Communications Sergeants.

45
46 The employee on the previous shift shall be offered four (4) hours of overtime and the remaining

1 four (4) hours shall be offered to an employee scheduled to work on the shift subsequent to the
2 shift on which the overtime opportunity occurred. Should no employee volunteer, then the
3 employee with the least amount of overtime worked shall be required to stay over, and/or when
4 applicable, report to work earlier.

5
6 When the Sheriff determines that overtime is necessary to fill a vacancy due to approved vacation,
7 pre-approved sick leave, and/or an approved leave of absence, such overtime shall be rotated
8 among qualified employees in the bargaining unit. Such opportunities shall be divided/rotated as
9 equally as practicable with the number of overtime hours worked from least to greatest.
10 Notwithstanding any of the above provisions, all employees shall be subject to emergency call-in
11 or hold over to be determined by the Sheriff or the Sheriff s designee.

12
13 **Section 16.8. Leave Requests and Hours.** Any leave request form submitted after 4:30 p.m.
14 shall be considered as submitted on the next business day (Monday Friday, excluding holidays) at
15 8:00 a.m. and will be subject to the notification requirements as stated in the contract.

16
17 If a telecommunicator’s shift hours are changed within five (5) calendar days (one hundred twenty
18 [120] hours) before the beginning of such scheduled shift, the telecommunicator will be given the
19 opportunity to work the revised shift or keep her/his same shift and work the overtime hours
20 required to fill the vacancy.

21
22 If a telecommunicator’s shift hours are changed more than five (5) calendar days (one hundred
23 twenty [120] hours) before the beginning of such scheduled shift, the telecommunicator will be
24 required to work such shift and will not be eligible for overtime.

25
26 Nothing contained herein shall be interpreted or construed as a waiver of any rights or obligations
27 of those articles/sections of the agreement not specifically mentioned in this document.

28
29
30 **ARTICLE 17**
31 **SCHEDULING**

32
33 **Section 17.1. Work Schedule.** The work schedule shall, except in situations beyond the control
34 of management, be posted, at least fourteen (14) days after the closing of the shift bid. and shall
35 repeat itself every two (2) weeks. Nothing contained herein shall prevent the representatives of
36 the Employer/Union from mutually agreeing to alternative work schedules during the term of the
37 Agreement.

38
39 **Section 17.2. Temporary Switch.** Telecommunicators may temporarily switch shifts if they both
40 agree to do so and receive the Employer’s approval.

41
42 **Section 17.3. Permanent Switch.** Telecommunicators may switch their permanent shift if they
43 both agree to do so and receive the Employer’s approval.

44
45 **Section 17.4. Impact of Switch.** Any action(s) taken under Sections 2 and 3 herein shall not
46 result in any overtime situation/obligation to the Employer and/or the bargaining unit employees.

1
2 **Section 17.5. Shift Bid.** Employees shall be permitted to bid shifts during the period(s) of October
3 1-15 and April 1-15 of each year. Such bidding shall be for two (2) three (3) month increments.
4 Therefore, effective the first work schedule of December, March, June and September of each
5 year, employees may be assigned their preferred shift. In order to use seniority for bidding, the
6 employee must be working in the position of Telecommunicator at the time the bid sheet is posted
7 (October 1 and April 1). Employees who enter the bargaining unit after October 1 and April 1 of
8 the bid period will have the last bid selection.

9
10 Nothing contained herein shall be interpreted as a minimum staffing level and/or a guarantee of
11 employment. The Sheriff maintains the right to schedule work hours, staffing levels, and/or work
12 assignments.

13
14 **Section 17.6 Scheduling Leaves** It is understood and agreed that no more than one (1)
15 Telecommunicator/Communications Sergeant per shift shall be granted similar time off for
16 vacation leave or compensatory time. This limitation may be waived at the sole discretion of the
17 Sheriff/designee.

18
19 **ARTICLE 18**
20 **SICK LEAVE**

21
22 **Section 18.1. Accrual.** Sick leave credit shall be earned at the rate of four and six-tenths (4.6)
23 hours for each eighty (80) hours of service in active pay status, including paid vacation and sick
24 leave, but not during a leave of absence or layoff, to a limit of fifteen (15) days, or one hundred
25 twenty (120) hours per year. Unused sick leave shall accumulate without limit.

26
27 **Section 18.2. Prior Credit.** An employee who has prior service with the State of Ohio or any
28 political subdivision thereof shall be given credit for any earned but unused sick leave balances as
29 a result of such prior public employment upon verification of such balances to the Employer,
30 except that deduction shall be made for any payment or credit given by the previous employer in
31 lieu of taking sick leave. The previously accumulated sick leave of an employee who has been
32 separated from such public service shall be placed on his credit as provided by this section upon
33 her re-employment with the Employer provided that such re-employment takes place within ten
34 (10) years from the date on which the employee was last separated from public service.

35
36 However, any employee or applicant who has had their sick leave converted at separation from
37 employment or pursuant to a conversion program may not have any previously accumulated sick
38 leave credited to their sick leave bank with the Employer.

39
40 **Section 18.3. Exhaustion of Sick Leave.** If illness or disability continues beyond the time
41 covered by earned sick leave, the employee may be granted a disability leave or a personal leave
42 in accordance with the appropriate sections of this agreement or the employee may be disability
43 separated.

44
45 **Section 18.4. Charge for Sick Leave.** Sick leave shall be charged in minimum units of one-half
46 (1/2) hour. Employees shall be charged for sick leave only for days upon which they would

1 otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled
2 workday or work week earnings.

3
4 **Section 18.5. Reasons for Use of Sick Leave.** Sick leave shall be granted to an employee upon
5 approval of the Employer and for the following reasons:

- 6 A. Illness or injury of the employee or of a member of her immediate family, defined
7 as employee’s children, spouse, parent, stepchildren or stepparent. Sick leave may
8 be granted, at the sole discretion of the Sheriff/designee, for other family members
9 of the employee who suffers an illness/injury, including psychological
10 treatment/examination of a family member as defined herein.
- 11 B. Death of a member of the employee’s immediate family, as defined in Section 18.6.
- 12 C. Medical, dental, psychological, or optical examination or treatment of the employee
13 or her immediate family, as defined in Section “A” herein, which cannot be
14 scheduled during non-working hours.
- 15 D. A member of the immediate family is afflicted with a contagious disease and due
16 to exposure to the contagious disease, the presence of the employee at his job would
17 jeopardize the health of others.
- 18 E. Pregnancy and/or childbirth and other conditions related thereto.
- 19 F. In regard to paternity leave, an employee whose child is born may take up to forty
20 (40) hours of sick leave after birth or adoption of a child unless Section 5 A applies.

21
22 **Section 18.6. Funeral Leave** Up to 48 hours, leave may be granted to an employee who provides
23 proof of attendance at the funeral of: brother, sister, spouse, child, niece, nephew, mother, father,
24 grandchild, or other persons standing in loco parentis (in place of a parent) to the employee. The
25 initial 24 hours of any such leave will be treated as paid funeral leave with the balance up to 48
26 hours, being charged against the employee’s sick leave.

27
28 **Extended Family.** Additionally, up to 24 hours, leave may be granted to an employee who provides
29 proof of attendance at the funeral of: father-in-law, mother-in-law, brother-in-law, sister-in-law,
30 daughter-in-law, son-in-law, grandparents, and the employee’s aunt/uncle or first cousin. The
31 initial day of this latter leave will be treated as paid funeral leave with any second day taken being
32 charged against the employee’s sick leave.

33
34 **Use of Funeral Leave.** Funeral leave shall be taken in full day or four increments. Funeral leave
35 days must be consecutive workdays and include the day of the funeral. Where the day of the
36 funeral is on a day the employee is otherwise not scheduled to work, a consecutive workday will
37 be scheduled with the approval of the Employer. Should an employee require additional paid time,
38 other than what is provided herein, the employee shall provide a written request to the Sheriff.
39 Upon the approval of the Sheriff, such additional time approved by the Sheriff/Designee will be
40 charged against the employee’s balance of compensatory time, personal days, or vacation leave,
41 at the employee’s option.

42
43 **Section 18.7. Notification for Sick Leave.** Whenever an employee is unable to work due to
44 circumstances described in Sections 18.5 and 18.6 herein, she shall notify the supervisor or other
45 designated individual at least two (2) hours prior to the start of the shift on each day of absence,
46 unless a bona fide emergency would occur or unless the employee has made other reporting

1 arrangements with her supervisor.
2

3 **Section 18.8. Misuse, Abuse of Sick Leave, Discipline.** Employees intentionally failing to
4 comply with sick leave rules and regulations shall not be paid. Application for sick leave with
5 intent to defraud, abuse or misuse of sick leave shall be grounds for disciplinary action, together
6 with a refund by the employee of any salary or wages paid in connection with such non-compliance
7 by the employee.
8

9 **Section 18.9. Medical Attention.** If medical attention is required, the employee shall be required
10 to furnish a statement from a licensed physician or psychologist notifying the Employer that the
11 employee was unable to perform her duties. Such physician’s statement shall be required for
12 absence of three (3) or more consecutive workdays due to illness. Whenever the Employer
13 suspects a pattern abuse of sick leave, the Employer may require proof of illness in the form of a
14 physician’s statement of disability to approve the use of such leave.
15

16 **Section 18.10. Examination.** The Sheriff may require an employee who has been absent due to
17 personal illness or injury, prior to and as a condition of her return to duty, to be examined by her
18 physician, or a physician designated and paid for by the Employer, to establish that she is able to
19 perform the essential functions of her position and that her return to duty will not jeopardize the
20 health and of other employees.
21

22 **Section 18.11. Sick Leave Bonus** Employees who do not use sick leave during a six (6) month
23 period will be credited with eight (8) hours of paid leave, to be scheduled and taken off in the
24 following six (6) month period. Such time off shall be taken with prior approval of the Employer.
25

26 For purposes of this section, funeral leave under Section 18.6 and sick leave utilized in accordance
27 with an approved Family Medical Leave shall not count as sick leave used.
28

29 **Section 18.12. FMLA.** An employee may be granted Family and Medical Leave (FMLA) in
30 accordance with the Employer’s policy in effect at the time such leave is requested.
31
32

33 **ARTICLE 19**
34 **CONVERSION OF UNUSED SICK LEAVE**
35

36 **Section 19.1. Retirement Conversion.** An employee who is both eligible for and elects to take
37 her public employee retirement benefits shall be entitled to convert accrued but unused sick leave
38 to a cash payment on the following basis:
39

40 An employee may receive, after completion of ten (10) years of continuous service
41 with the Employer, a cash payment in the amount of one (1) hour’s pay for each
42 four (4) hours of accrued but unused sick leave at the time of retirement. The
43 maximum payment under this provision shall not exceed two hundred forty (240)
44 hours of pay. For the purpose of this provision, retirement shall be considered that
45 criteria established for retirement from active service with the Employer at the time
46 of separation under the Ohio Public Employees Retirement System (OPERS).

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Section 19.2. Conversion at Death in Line of Duty In the event an employee’s death is a result of illness or injury sustained in the performance of his regular duties, the employee’s spouse or estate shall be paid the employee’s accrued but unused sick leave to a maximum of one thousand (1,000) hours.

ARTICLE 20
VACATIONS

Section 20.1. Accrual Full-time bargaining unit employees shall be entitled to vacation leave with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon the length of continuous service as follows:

<u>Years Of Service</u>	<u>Vacation Entitlement</u>	<u>Rate Of Accrual</u>
After 1 year of service	80 hours vacation	3.1 hours per pay period
After 8 year of service	120 hours vacation	4.6 hours per pay period
After 15 year of service	160 hours vacation	6.2 hours per pay period
After 25 year of service	200 hours	7.7 hours per period

Employees accrue paid vacation leave while in active pay status.

An employee shall not be entitled to vacation leave until she has completed one (1) year of continuous service with the Employer.

Service time for the purpose of calculating vacation for all eligible employees is determined according to total service with the county, state, or any political subdivision thereof Prior service credit need not be continuous.

An employee who has retired in accordance with the provisions of OPERS or any retirement plan offered by the state, and who is subsequently hired by the Employer on or after June 24, 1987, shall not have his prior service with the county, state, or any political subdivision thereof counted for purposes of computing vacation leave. Vacation accrual for such employee shall be based only upon the service he is currently accruing with the Sheriff s Office.

Section 20.2. Scheduling. Vacation leave requests shall be subject to the workload requirements and staffing levels of the Employer. It is understood and agreed that no more than one (1) Telecommunicator/Communications Sergeant per shift shall be granted similar time off for vacation leave or compensatory time. This limitation may be waived at the sole discretion of the Sheriff/designee.

Notwithstanding the above, at the discretion of the Employer, an employee with six (6) months of continuous service with the Employer may use up to forty (40) hours of vacation leave, provided the vacation leave has been accrued. After one (1) year of continuous service with the Employer, the employee shall be entitled to all vacation leave accrued, less any vacation leave already used.

1
2 Vacation leave may be requested in increments of one-half (1/2) hour, provided such requests are
3 submitted at least seven (7) calendar days prior to the date requested. The Employer or designee
4 shall respond to the employee’s request in a timely manner.

5
6 Vacation leave requests consisting of one (1) week (forty [40] hour) increments shall be submitted
7 to the Sheriff no later than March 15 of each calendar year. Such requests shall be granted on the
8 basis of seniority, subject to the limitations described herein. Thereafter, such request of forty (40)
9 hours or more may be granted on a first come/first served basis, provided the written request is
10 submitted to the Sheriff/designee at least fourteen (14) calendar days in advance of the date
11 requested.

12
13 The Employer shall have the right to deny any of the leave requests should operational
14 considerations require such action, or in the event the advance notice time periods are not met.
15 Nothing contained herein shall prohibit the parties from mutually agreeing to waive the advance
16 notice time periods described in this sections on a non-precedent/non-grievable basis.

17
18 **Section 20.3. Use.** Vacation leave shall normally be taken by an employee between the year in
19 which it was earned and the employee’s next anniversary date of employment. The Employer
20 may, upon written request from an employee, permit an employee to carry over accumulated but
21 unused vacation leave from one (1) year to the next. Such carryover vacation leave shall not
22 exceed three (3) years.

23
24 **Section 20.4. Conversion at Separation.** An employee is entitled to compensation, at her current
25 rate of pay, for the pro-rated portion of any earned but unused vacation leave for the current to her
26 credit at time of separation, and in addition, shall be compensated for any unused vacation leave
27 accrued to her credit, to the maximums set forth in this article. In the event a holiday falls within
28 a week where an employee is granted vacation, such holiday shall not be counted as vacation leave.

29
30 **Section 20.5. Conversion at Death.** In the case of the death of an employee, the unused vacation
31 leave to the credit of such employee shall be paid to the deceased employee’s spouse, or to the
32 estate of employee. Employees shall be required to provide written documentation as to their
33 beneficiary for the purposes of this section.

34
35 **Section 20.6. Shifts.** Any 9-1-1 Telecommunicator assigned to the 11:00 a.m. to 7:00 p.m. shift
36 will be considered a day shift employee, and any 9-1-1 Telecommunicator assigned to the 7:00
37 p.m. to 3:00 a.m. shift will be considered as a midnight shift employee, for the purposes of granting
38 vacation.

39
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41 **ARTICLE 21**
42 **HOLIDAYS/PERSONAL DAYS**
43

44 **Section 21.1. Holidays** Each full-time employee shall be entitled to eight (8) hours of holiday
45 pay at her regular straight time hourly rate of pay, for each of the following designated holidays:

46 New Year’s Day 1st day of January

1	Martin Luther King Day	3rd Monday in January
2	President’s Day	3rd Monday in February
3	Memorial Day	As designated by the State Legislature
4	Juneteenth	19th day of June
5	Independence Day	4th day of July
6	Labor Day	1st Monday in September
7	Columbus Day	2nd Monday in October
8	Veterans’ Day	11th day of November
9	Thanksgiving Day	4th Thursday in November
10	Christmas Day	25th day of December

11
12 **Section 21.2 Personal Days** In addition, each employee shall be entitled to three (3) personal
13 days, total 24 hours, as holidays per contract year, in no less than four (4), eight (8), or twelve (12)
14 hour increments, to be scheduled upon the mutual agreement of the Employer and the employee.
15 Such personal days must be used by the employee in the year in which they were granted and may
16 not be carried over into the next contract year. Requests for personal leave shall not be
17 unreasonably denied.

18
19 **Section 21.3. Holiday Pay.** Employees shall be entitled to pay in accordance with Section 21.1
20 if they are not scheduled to work on the observed day of the holiday. Employees who actually
21 work on the observed holiday shall be entitled to holiday pay in accordance with Section 21.1 and
22 shall receive time and one-half (1 1/2) their regular base rate of pay for all hours actually worked.

23
24 **Section 21.4. Eligibility.** To be eligible for holiday pay, as described in Section 21.1 an employee
25 must work her last scheduled work day before the holiday and her first scheduled work day after
26 the holiday, unless on compensatory time, vacation leave, personal leave, and/or funeral leave. If
27 a holiday occurs during a period of approved vacation leave of an employee, she shall receive both
28 the holiday pay and the vacation pay, and such vacation leave shall be deducted from her vacation
29 leave balance. Employees who are scheduled to work on the day designated as a holiday and who
30 report off sick shall be entitled to sick pay but shall not be entitled to holiday pay.

31
32 An employee on unpaid leave of absence shall not receive payment for a holiday.

33
34 **Section 21.5. Shifts.** For purposes of this Article, any employee working 11:00 p.m. to 7:00 a.m.
35 shall receive the full eight (8) hours at the holiday rate referenced in Section 21.2 any time the
36 majority of her regularly scheduled shift falls on one of the holidays listed in Section 21.1. The
37 Sheriff shall only be obligated to compensate employees for one (1) shift as described in Section
38 2 herein for a twenty-four (24) hour period.

39
40
41 **ARTICLE 22**
42 **UNIFORM ALLOWANCE**

43
44 **Section 22.1. Annual Allowance.** Each non-probationary bargaining unit employee shall receive
45 an annual uniform allowance in the form of a check to the employee in the amount of: \$425. Such
46 check shall be issued directly to the non-probationary bargaining unit employee in active pay status

1 by the end of March. Such allowance shall be used for the purchase and maintenance of uniforms
2 prescribed by the Employer. The employee shall be responsible for embroidering of
3 emblems/patches. The Sheriff reserves the right to waive the non-probationary stipulation on a
4 non-grievable basis. Article 5, Probation Periods, still applies.

5
6 **Section 22.2. Uniform Items.** These monies may be utilized to purchase permissible clothing
7 approved by the Employer.

8
9 **Section 22.3. Return at Separation.** Any items purchased under the provisions of this Article,
10 upon termination of employment, may be required to be returned to the Employer.

11
12
13 **ARTICLE 23**
14 **CALL-IN PAY**

15
16 **Section 23.1. Call-In Pay.** Whenever an off-duty employee is subpoenaed or directed to appear
17 in court or attend a meeting, receive training, or are called at a time which does not abut his regular
18 work schedule, the employee(s) shall receive a minimum of two (2) hours (three [3] hours for
19 midnight shift employees) pay at time and one-half (1 1/2) or the actual time spent in such
20 appearance in court or in a meeting, whichever is greater. Employees must contact, by telephone,
21 the Prosecutor of the affected court at least one-half (1/2) hour prior to their scheduled appearances
22 to assure their presence is required.

23
24
25 **ARTICLE 24**
26 **HOSPITALIZATION**

27
28 **Section 1. Coverage.** The Employer shall make available to all full-time bargaining unit
29 employees the same health care insurance plans that are available to non-bargaining unit
30 Tuscarawas County employees. The health insurance shall be made available to all bargaining
31 unit employees pursuant to the same terms and conditions as apply to all non-bargaining unit
32 Tuscarawas County employees.

33
34 **Section 2. Premium Contributions.** The employee shall contribute the same amount toward the
35 cost of the health insurance premium as is paid by all non-bargaining unit employees of
36 Tuscarawas County.

37
38 **Section 3. Life Insurance.** The Employer shall provide a ten thousand dollar (\$10,000.00) death
39 benefit for each full-time bargaining unit employee.

40
41 **Section 24.4. Health Care Committee.** The Employer and the Union shall form a
42 management/labor health care committee with three (3) representatives from the Employer and
43 three (3) representatives from the Union, one from each of the bargaining units in the Sheriff's
44 Office. The purpose of the committee shall be to obtain the best health coverage for the best price.
45 The committee shall also have duties, decided by the committee, including but not limited to
46 identifying any local causes of premium increases and how to lower those premiums, "shopping"

1 for competitive health care providers, and educating the employees as to what each person can do
 2 to help control health care costs.

3
 4
 5
 6 **ARTICLE 25**
 7 **WAGES**
 8

9 **Section 25.1 Wage Rates** Effective the first pay in January, full-time bargaining unit employees
 10 shall be compensated in accordance with the following hourly rates of pay:
 11

	Starting	After 1 Year	After 2 Years	After 3 Years
2022 (3% + \$0.60)	\$18.02	\$20.64	\$21.24	\$22.12
2023 (3%)	\$18.56	\$21.26	\$21.88	\$22.78
2024 (3%)	\$19.11	\$21.90	\$22.54	\$23.46

12
 13
 14 **Section 25.2 Officer in Charge** Effective the first full pay in 2022, in the event an employee is
 15 assigned the duties of the officer in charge (OIC – Sergeant), the affected employee shall be paid
 16 for each full hour serving in such assignment at the entry rate of pay for that position.
 17

18 **Section 25.3 Communications Training Officer** Effective the first full pay in 2022, any
 19 member of the bargaining unit that is assigned to a trainee as a Communications Training Officer
 20 (CTO) shall be compensated \$1.00 for every hour of training.
 21

22 Assignment as a CTO lies in the sole discretion of the Employer. Assignment does not change
 23 the Employee’s classification and is neither a promotion nor a transfer within the meaning of this
 24 Agreement.
 25

26
 27 **ARTICLE 26**
 28 **LONGEVITY PAY**
 29

30 **Section 26.1.** Full-time bargaining unit employees, upon the completion of five (5) years of
 31 uninterrupted full-time service with the Employer, shall be eligible to receive longevity pay in
 32 accordance with the following schedule:
 33

34

Maximum Annual Payment	
After completion of 5 years	\$250.00
After completion of 10 years	\$400.00
After completion of 15 years	\$550.00
After completion of 20 years	\$750.00
After completion of 25 years	\$1,000.00

1
2 The above-referenced amounts shall not be cumulative and shall be paid in a lump sum annual
3 amount payment in December of each year.
4

5 Any break in service, that is by retirement or resignation by an employee, during a contract year
6 will result in a pro-rated portion of the applicable longevity payment. Termination by the
7 Employer will result in forfeiture of all accumulated longevity. Eligible employees shall receive
8 a lump sum payment for longevity pay, pursuant to this section, between the first and second pay
9 period in December of each year.
10

11
12 **ARTICLE 27**
13 **PERS PICK-UP UTILIZING THE SALARY REDUCTION METHOD**
14

15 **Section 27.1. Pick-Up Method.** The Employer shall pick up contributions to the Ohio Public
16 Employees Retirement System paid on behalf of the employees in the bargaining unit utilizing the
17 salary reduction method under the following terms and conditions:
18

- 19 A. The amount to be “picked up” on behalf of each employee shall be the amount that
20 has been determined by the Ohio Public Employees Retirement System. The
21 employee’s annual compensation shall be reduced by an amount equal to that
22 “picked up” by the Employer for the purpose of city, state, and federal taxes.
23 B. The pick-up percentage shall apply uniformly to all members of the bargaining unit
24 as a condition of employment.
25 C. The parties agree that should the rules and regulations of the IRS or retirement
26 system change, making this procedure unworkable, the parties agree to return,
27 without penalty, to the former method of employee/Employer contributions.
28

29
30 **ARTICLE 28**
31 **WAIVER IN CASE OF EMERGENCY**
32

33 **Section 28.1. Emergency.** In cases of emergency declared by the President of the United States,
34 the Governor of the State of Ohio, the Board of Tuscarawas County Commissioners, the
35 Tuscarawas County Sheriff, the federal or state legislature, and/or the Director, such as acts of God
36 and civil disorder, the following conditions of this agreement shall automatically be suspended:
37

- 38 A. time limits for Management’s or the Union’s appeals on grievances; and,
39 B. all work rules and/or agreements and practices relating to the assignment of all
40 employees.
41

42 **Section 2. End of Emergency.** Upon the termination of the emergency, should grievances exist,
43 they shall be processed in accordance with the provisions outlined in the grievance procedure of
44 this agreement and shall proceed from the point in the grievance procedure to which they (the
45 grievance[s]) properly progressed. All work rules and/or agreements and practices relating to the
46 assignment to all employees will be in effect upon the termination of said emergency.

ARTICLE 29
SEVERABILITY

Section 29.1. Conformity to Laws. It is the intent of the Employer and the Union that this Agreement comply with all applicable law(s) and legal statutes.

Section 29.2. Severable Provisions If any provision of this Agreement is subsequently declared by legislature or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

In the event any provision of this Agreement is declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, the parties shall meet within two (2) weeks of the publication of such a determination for the purpose of negotiating a lawful alternative provision. Any mutually agreeable resolution of such provision shall be reduced to writing, signed by the parties, and incorporated into the Agreement. In the event the parties are unable to negotiate an alternative provision, the matter shall be postponed until contract negotiations are reopened for a successor agreement.

ARTICLE 30
APPLICATION OF STATE CIVIL SERVICE LAW

Except as provided in Ohio Revised Code (ORC) section 124.57, no section of the Civil Service laws contained in Revised Code Chapter 124, and other provisions as listed, shall apply to employees in the bargaining unit, and it is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

Further, in accordance with the provisions of Ohio Revised Code section 4117 .10 (A), the following articles and/or sections thereof, as provided under the terms and conditions of this agreement, specifically supersede and/or prevail over those subjects described in the Ohio Revised Code and /or the Ohio Administrative Code:

Contract Article	Statute Regulation Preempted
Article 5, Probationary Periods	ORC 124.27
Article 9, Corrective Action	ORC 124.34
Article 13, Seniority	ORC 124.321 - 328
Article 14, Layoff and Recall	ORC 124.321 - 328
Article 16, Hours of Work/Overtime	ORC 4111.03
Article 18, Sick Leave	ORC 124.38 - 124.391
Article 19, Conversion of Unused Sick Leave	ORC 124.39
Article 20, Vacation	ORC 325.19
Article 21, Holidays	ORC 325.19
Article 31, Military Leave	ORC 5923

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ARTICLE 31
MILITARY LEAVE

Section 31.1. Leave. All employees of the Employer who are members of the Ohio National Guard, the Ohio Organized Militia, or members of other reserve components of the Armed Forces of the United States, are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the uniformed services, as defined in Section 5923.05 of the Ohio Revised Code, for periods not to exceed a total of one (1) month in any one (1) calendar year. For the purpose of this article, “month” shall mean twenty-two (22), eight (8) hour workdays.

Section 31.2. Orders. The employee is required to submit to the appointing authority an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one (1) continuous period of time. The maximum number of hours for which an employee is entitled to compensation in any one (1) calendar year under this provision is one hundred seventy-six (176) hours.

Section 31.3. Executive Order. Employees called or ordered to the uniformed services, as a result of an executive order issued by the President of the United States, an Act of Congress, or because of an order to perform duty issued by the Governor pursuant to Section 5919.29 or 5923.21 of the Revised Code for longer than one hundred seventy-six (176) hours in a calendar year in which the employee performs service in the uniformed services, is entitled, during the period designated in the order or act, to a leave of absence and to be paid during each monthly pay period of that leave of absence the lesser of the following:

- A. the difference between the employee’s gross monthly wage or salary as an employee and the sum of the employee’s gross uniformed pay and allowances received that month; or
- B. five hundred dollars (\$500.00).

However, no employee is entitled to these payments if the sum of his gross uniformed service pay and allowances received in a pay period exceeds his gross wage or salary from the Employer for the same period.

Section 31.4. Notice. The employee shall be responsible for notifying the Employer upon notification to report for military duty. It is also the employee’s responsibility to notify the Employer of the beginning/ending dates of his or her military service and military rate of pay.

Section 31.5. Notice of Leave/Drills. Employees required to report for weekend/monthly drills must notify the Employer prior to the establishment of the next schedule. Failure to do so on the part of the employee may result in disciplinary action.

Section 31.6. Employee. A “permanent public employee” as defined in 5923.05 will be granted a leave of absence without pay to be inducted or to otherwise enter military service.

1 **Section 31.7. Vacancy.** An appointment may be made to fill a vacancy created when an employee
2 enters military service. However, if the person filling such a vacancy also enters military service,
3 he or she may be reinstated to the position after completion of service only if the first employee
4 (the original incumbent) fails to apply for reinstatement within ninety (90) days of discharge or
5 makes a written waiver of all rights to the position.
6

7 **Section 31.8. Reenlistments.** An employee who reenlists while on active duty or a commissioned
8 officer who voluntarily enters on extended active duty beyond that required upon accepting a
9 commission is not eligible for reinstatement.
10

11 **Section 31.9. Application.** A veteran separated or discharged under honorable conditions must
12 make application to reemployment to the former position within ninety (90) days after release from
13 hospitalization due to in-service injury or illness which has not exceeded a period of more than
14 two (2) years, or any other period required by law. The following procedures apply:
15

- 16 A. Reinstatement must be accomplished “promptly” (normally within thirty [30] days)
17 after application is received by the appointing authority.
- 18 B. A photostatic copy of the discharge or certificate of service should accompany all
19 requests for reinstatement or reappointment.
- 20 C. The veteran must be physically qualified to perform duties of the position. Where
21 a disability sustained in the military service precludes restoration to the original
22 position, the veteran will be placed in a position of like status and pay, compatible
23 with his or her physical condition.
- 24 D. A veteran is entitled to all salary benefits or other advancement accruing to the
25 position during military absence as follows:
 - 26 1. Sick Leave - that amount which had been accumulated at the time of
27 entering service.
 - 28 2. Vacation Leave - time spent on military leave will be counted in
29 determining the employee’s length of service, but no vacation credit will
30 accumulate during the time spent on military leave.
 - 31 3. Automatic Salary Adjustment (if applicable).
 - 32 4. Any changes in classification or pay range which would have accrued to the
33 position if the employee had been on the job.
34
35

36 **ARTICLE 32**
37 **DURATION OF AGREEMENT**
38

39 **Section 32.1. Effective Dates.** This Agreement shall be effective date of execution and shall
40 remain in full force and effect until December 31, 2024.
41

42 **Section 32.2. Notice to Negotiate.** If either party desires to modify or amend this Agreement, it
43 shall give written notice of such intent no earlier than ninety (90) calendar days nor later than forty-
44 five (45) calendar days prior to the expiration date of this Agreement. Such notice shall be by
45 email or as required by SERB.
46

1 **Section 32.3. Waiver and Entire Agreement.** The parties acknowledge that during the
2 negotiations which resulted in this Agreement, each had the unlimited right to make demands and
3 proposals on any subject matter not removed by law from the area of collective bargaining, and
4 that the understandings and agreements arrived at by the parties after the exercise of that right and
5 opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire
6 agreement between the Employer and the FOP/OLC, and all prior agreements, either oral or
7 written, are hereby canceled. Except where required or by mutual agreement, the Employer and
8 the FOP/OLC, for the life of this Agreement, each voluntarily and unequivocally waive the right,
9 and each agrees that the other shall not be obligated to bargain collectively or individually with
10 respect to any subject or matter not specifically referred to or covered in this agreement, even
11 though such subjects or matters may not have been within the knowledge of either or both parties
12 at the time they negotiated or signed this Agreement.

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SIGNATURE PAGE

FOR THE TUSCARAWAS COUNTY
SHERIFF'S OFFICE

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

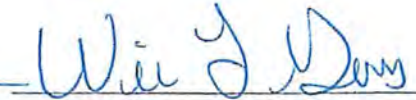


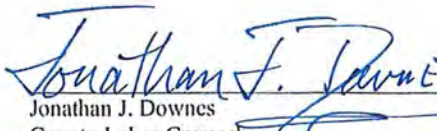
Orvis Campbell, Sheriff

Bargaining Team Member

James Torch, Fiscal Officer/HR

Bargaining Team Member

Ryan Lawrence, Division Commander

Bargaining Team Member

Jonathan J. Downes
County Labor Counsel

FOP/OLC Staff Representative

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