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AGREEMENT

BY AND BETWEEN

THE ALLEN COUNTY SHERIFF

AND

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

FOR THE DEPUTIES, CORRECTIONS OFFICERS, CORRECTIONS CORPORALS and DISPATCHERS

EFFECTIVE JANUARY 1, 2011 THROUGH DECEMBER 31, 2013

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ARTICLE 1
AGREEMENT

Section 1.1 Agreement This Agreement, is made and entered into by the Allen County Sheriff, hereinafter referred to as the Employer, and the Fraternal Order of Police/Ohio Labor Council, Inc. hereinafter referred to as the Union.

Section 1.2 Purpose The purposes of this Agreement are:

A. To comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

B. To achieve and maintain a satisfactory and stabilized employer/employee relationship, to promote improved work performance, and to ensure the effectiveness of service by providing an opportunity for employees to meet with the Employer through their representatives to exchange views and opinions on policies and procedures as provided for in this Agreement;

C. To attract and retain qualified employees by providing those benefits compatible with the financial resources of the County and the Employer;

D. To provide for the peaceful and equitable adjustment of differences which may arise;

E. To set forth the entire agreement between the parties governing wages, hours and other terms and conditions of employment; and

F. To ensure the right of every employee to fair and impartial treatment.

Section 1.3 Legal References Unless otherwise indicated, the terms used in this Agreement shall be interpreted in accordance with the provisions of Chapter 4117 of the Revised Code. Where this Agreement makes no specification about a matter, the Employer, employees and the Union are subject to all applicable federal, state or local laws pertaining to the wages, hours, terms and conditions of employment for public employees. However, said laws are not incorporated into this Agreement.

Should any part of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Agreement be restrained by any such tribunal pending a final determination as to its validity or affect, the remaining portions thereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained shall remain in force. In the event of invalidation of any portion of this Agreement and upon written request by either party, the parties to this Agreement shall meet within a reasonable time (not to exceed thirty (30) days) in an attempt to modify the invalidated provisions through negotiations.

Section 1.4 Sanctity Of Agreement Unless otherwise specifically provided in this Agreement, no changes in this Agreement shall be made unless there is written accord by and between the parties hereto to do so. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties.

Section 1.5 Emergency Waiver In cases of emergency declared by the President of The United States, the Governor of the State of Ohio, the Allen County Sheriff, the federal or state legislature, where such as acts of God affect the safety and health of the citizens of Allen County, the following conditions of this Agreement shall automatically be suspended:

A. Time limits for management's or the union's replies on grievances;
B. All work rules and/or agreements and practices relating to the assignment of all employees.

Upon the termination of the emergency, should valid grievances exist, they shall be processed, and shall proceed from the point in the grievance procedure to which they (the grievance[s]) had properly progressed.

Section 1.6 Entire Agreement The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject referred to, or covered in this Agreement. With respect to any matter or subject not referred to or covered by this Agreement, the provisions of applicable law shall prevail.

Section 1.7 Civil Service Exclusion Except as expressly otherwise provided in this Agreement or specifically excepted from the scope of collective bargaining by the provisions of Revised Code Chapter 4117, civil service laws contained in Revised Code Chapter 124 Sections 124.01 through 124.56 shall not apply to employees in the bargaining unit. 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.

ARTICLE 2
UNION RECOGNITION

Section 2.1 Recognition The Employer recognizes the Union as sole and exclusive representative for the purpose of negotiating wages, hours, terms and conditions of employment for those employees of the Employer in the bargaining unit(s). The Employer has recognized the Union pursuant to a representation election held, December 5, 2007 and certified on January 18, 2008, SERB Case No. 07-REP-07-0109 and in accordance with Section 4117.05(B) of the Ohio Collective Bargaining Act. Probationary employees are subject to the terms of the Bargaining Agreement affecting wages, hours, terms and conditions of employment, but are specifically exempt from the terms of the Bargaining Agreement affecting disciplinary procedure. Wherever used in this Agreement, the term "bargaining unit(s)" shall be deemed to include those full-time employees of the Employer in the following classifications:

Corrections Officer
Corrections – Corporal
Dispatcher
Deputy Sheriff

Section 2.2 Exclusions All positions and classifications not specifically established as being included in the bargaining unit(s), shall be excluded from the bargaining unit.

Notwithstanding other provisions of this Article, all employees of the rank of Sergeant and above and three (3) Office Deputies designated by the Employer, and all management, fiduciary, part-time, temporary and seasonal employees shall not be included in the bargaining unit(s).

Section 2.3 New Positions In the event of a change of duties of a position within the bargaining unit, or in the event that a new position is created within the department, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit and shall so advise the Union in writing within five (5) calendar days. If the Union disputes the Employer's determination of bargaining unit status, the parties will meet to attempt to resolve their disagreement within seven (7) calendar days from the Union's notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the Union. If the parties do not agree, the position(s) shall be subject to challenge by the Union to the State Employment Relations Board (SERB), pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

Section 2.4 Representation The Union recognizes that an inherent responsibility exists as sole and exclusive agent to represent all bargaining unit personnel, regardless of an employees' status as a member or non-member of the Union.

Note: The parties understand and agree that agreed changes to classifications listed in this article will require a submission of a jointly filed petition to amend the certification of the bargaining unit to be filed with the State Employment Relations Board.

ARTICLE 3
UNION SECURITY

Section 3.1 Deduction of Dues The Employer agrees to deduct regular Union dues and fees at such intervals as the Union notifies the Employer as proper, but no more often than once each month, for any bargaining unit member voluntarily signing a written authorization for dues deduction. The bargaining unit member or Union representatives shall submit the authorization to the Employer's designated payroll officer.

Section 3.2 Correction of Deduction Deductions provided for in this Article shall be made during one (1) pay period each month. In the event a deduction is not made for any member during any particular month, the Employer upon written verification from the union, will make the appropriate deduction from the following pay period in which dues are regularly deducted if the total deduction does not exceed the total of two (2) months regular dues. The

employer will not deduct more than two (2) months regular dues from any single pay of any member.

Section 3.3 Termination of Deductions The Employer shall be relieved from making payroll deductions upon an employee's (1) termination of employment; (2) transfer to a non-bargaining unit job; (3) layoff from work; or (4) leave of absence.

Section 3.4 Limitation of Deduction The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.

Section 3.5 Error in Deduction It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the dues will normally be deducted. Payroll collection of dues shall be authorized for the exclusive bargaining agent only.

Section 3.6 Certification By The Union The rate at which dues are to be deducted shall be certified to the payroll clerk by an official of the Union at such times during the term of this agreement as is necessary to be accurate. A one (1) month advance notice must be given the payroll clerk prior to any changes in an individual's dues deduction.

Section 3.7 Fair Share Fee Sixty (60) days following the date of hire, each employee who is not a member of this Union shall be required as a condition of employment to pay the Union a fair share fee to cover each employees prorated share of: (1) the direct costs incurred by the Union in negotiating and administering this Agreement and of settling grievances and other disputes arising under this Agreement; and (2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this Agreement. Fair share fees shall be deducted and remitted during the same period as dues provided the employee has received sufficient wages during the applicable pay period to equal the deduction. The Employer's responsibility to deduct fair share fees is contingent, however, upon the Union's fulfillment of all obligations imposed upon it by this Article and its agency fee payer objection policy, contained herein as Appendix B.

Section 3.8 Indemnification It is agreed that the Union shall save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or be by reason of action taken or not taken by the Employer in fulfilling the obligations imposed on the Employer under this section, except for failure to forward deducted fees.

Section 3.9 Remitting Deductions The Employer agrees to furnish the Union once each calendar month, a warrant in the aggregate amount of the dues and fees deducted for that calendar month, together with a listing of the employees for whom said deductions are made. All dues and fees collected under this Article shall be paid by the Employer within thirty (30) days to the Fraternal Order of Police/Ohio Labor Council, Inc. 222 East Town Street, Columbus,

Ohio 43215. Once the funds are remitted to the union, its disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 4
UNION REPRESENTATION

Section 4.1 Stewards The Employer agrees to recognize seven (7) employee stewards for the purpose of conducting Union business as such business relates to this Agreement. The stewards will represent the divisions in the quantities as follows:

Uniform Division	three (3) stewards
Corrections Division	three (3) stewards
Dispatcher	one (1) steward

Section 4.2 Union Roster The Union shall provide to the Employer an official roster of its officers and representatives which is to be kept current at all times and shall include the following:

A. Name
B. Address
C. Union office held

Section 4.3 Union Time The Union President will be permitted time off during the work week to attend to Union and Agreement matters within the Union President's capacity. During such service in this post, the Chairperson shall continue the Chairperson's entitlement to wages, fringe benefits, seniority accrual and all other benefits allowed a bargaining unit member as though the Chairperson were at all times performing job-related duties. Any Union business time shall not interfere with the operations of the Sheriff's Office.

The Union President or designee shall be granted time off to attend the annual state convention/seminar. Such release time shall be limited to forty-eight (48) hours per calendar year. Such release time shall be requested in writing at least fourteen (14) days in advance. The Employer shall not withhold permission for the utilization of release time hereunder except in the event of an emergency.

Employees bargaining during their regular scheduled working hours shall suffer no loss in pay, and employees bargaining during hours they are not regularly scheduled to work will receive straight time compensatory time for hours spent in negotiations with the Employer.

Section 4.4 Bulletin Boards The Employer shall provide bulletin board space for the use of the Union. Union officials shall be responsible for posting and/or approving the posting of notices thereon which employees may read when reporting to or leaving their work stations, or during their free time. All notices must receive prior approval of the Employer.

The Union agrees that notices shall be Union related and no notices will be placed on the bulletin board which contain:

A. Personal attacks upon any County employee;
B. Scandalous, scurrilous or derogatory attacks upon the Administration;
C. Attacks on any other employee organizations;
D. Any obscene material;
E. Ethnic material;
F. Political material.

Section 4.5 Ballot Box The Union shall be permitted, upon prior written notification to the Sheriff to place a ballot box at Department Headquarters for the purpose of collecting members' ballots on all Union issues subject to ballot.

Such box shall be the property of the Union and neither the ballot box nor its contents shall be subject to the Employer's review. Such balloting shall not interfere with work activities.

Section 4.6 Committee Meetings Meetings of the Committees of the Union will be permitted on County property when and where work is not interrupted by such meetings and when such meetings are not held during the regularly scheduled duty hours of the participants on the day in question. Committees shall not consist of more than seven (7) members and shall meet as necessary to administer this Agreement.

Section 4.7 Use Of Internal Mail System The Union representatives shall be permitted to use the internal mail system (i.e. the system used for distribution of memo's etc.). The Union shall be responsible for external mail. The internal mail system may be used for providing union information to employees and conducting of union business. The use shall be reasonable and limited to union business.

ARTICLE 5
MEMBERSHIP/NON-MEMBERSHIP RIGHTS

Section 5.1 Rights Under Collective Bargaining Act The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no disparate treatment, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union.

Section 5.2 Voluntary Membership The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no disparate treatment, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

ARTICLE 6
MANAGEMENT RIGHTS

Section 6.1 Management Rights The Union shall recognize the right and authority of the Employer to administer the business of the Allen County Sheriff's Office and in addition to other functions and responsibilities which are required by law, the Union shall recognize that the Employer has and will retain the full right and responsibility to direct the operations of the Office, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following which are not modified by the express terms of this Agreement:

A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause, and to maintain order among employees;
B. To manage and determine the location type and number of physical facilities, equipment programs, and the work to be performed;
C. To determine the goals of the Sheriff's Office, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes;
D. To determine size, composition, and adequacy of the work force and the Employer's organizational structure, including the right to relieve employees from duty as deemed necessary;
E. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
F. To maintain the security of records and other pertinent information;
G. To determine and implement necessary actions in emergency situations;
H. To 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, and utilization of technology; and,
I. 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;

Section 6.2 Residual The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the function of the Employer.

ARTICLE 7
NO STRIKE/NO LOCKOUT

Section 7.1 No Strike Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for the uninterrupted services to the citizens of Allen County. Therefore, the Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, work slowdown, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment by its members or other employees of the Employer. When the Employer notifies the Union that any

of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. The Employer may take action against striking employees as authorized by the State Employment Relations Board pursuant to Section 4117.23 of the Ohio Revised Code.

Section 7.2 No Lockout The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union.

ARTICLE 8
GRIEVANCE PROCEDURE

Section 8.1 Grievance Defined, Jurisdiction The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. Is not intended that the grievance procedure be used to effect changes in the articles of this Agreement or those matters which are controlled by the provisions of applicable laws. A probationary bargaining unit employee may appeal a non-disciplinary non-removal grievance to Steps 1-3 of the grievance procedure. No non-disciplinary grievances by probationary period employees will be appealed to arbitration without the express consent of the Union.

A grievance may be brought by an employee covered by this Agreement. Where a group of employees desire to file a grievance involving an incident affecting several employees in the same or similar manner, the Union or one employee selected by the group may process the grievance. Such a grievance shall be designated as a "Class Action" grievance. The names of each known employee, on behalf of which the grievance is filed, shall be provided at the first hearing.

Grievances involving lost pay discipline (reduction, suspension without pay, or discharge) shall be initiated at Step 3 of the grievance procedure. Grievances involving discipline that does not involve loss of pay (reprimands, etc.) May be appealed to Step 3 but shall not be subject to arbitration. Probationary removals or reductions may not be grieved or arbitrated.

Section 8.2 Withdrawal of Grievances, Extensions All grievances must be presented at the proper step and time in progression, in order to be considered at the next step. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure.
Time limits set forth herein may only be extended by mutual written agreement.

Section 8.3 Written Grievances All written grievances must contain the following information to be considered:

A. Aggrieved employee's name and signature;
B. Date grievance was first discussed;
C. Date grievance was filed in writing;
D. Name of supervisor with whom grievance was discussed;
E. Date and time grievance occurred;
F. Where grievance occurred;
G. Description of incident giving rise to the grievance;
H. Articles and Sections of the Agreement violated; and
I. Desired remedy to resolve grievance.

Section 8.4 Grievance Steps, Time Limits A grievance must be submitted to the grievance procedure within ten (10) calendar days after an employee knows or should have known the facts giving rise to the grievance, otherwise it will be considered not to have existed. In no case will a grievance be considered which is submitted later than thirty (30) calendar days following the date of the facts.

The following are the implementation steps and procedures for handling grievances:

Step 1. Immediate Supervisor Within the time limit stated above, the employee shall submit the employee's written grievance to the employee's immediate supervisor. It shall be the responsibility of the supervisor to investigate the matter and to provide a written response to the employee within five (5) calendar days following the day on which the grievance was submitted to the supervisor.

Step 2. Division Commander If the grievance is not settled at Step 1, the employee shall submit the grievance to the Division Commander or the Division Commander's designee within five (5) calendar days of receipt of the Step 1 response. The Division Commander or the Division Commander's designee shall investigate the matter and provide a written response to the employee within five (5) calendar days following the date on which the grievance was submitted to the Division Commander.

Step 3. Sheriff If the grievance is not resolved at Step 2, the employee shall submit the grievance to the Sheriff or the Sheriff's designee within five (5) calendar days of receipt of the Step 2 response. The Sheriff or the Sheriff's designee shall meet the employee, and a designated representative of the Union if the employee desires, within seven (7) calendar days of submission of the grievance at Step 3 to discuss the grievance. The Sheriff or the Sheriff's designee shall provide a written answer to the employee within five (5) calendar days of the meeting.

Step 4. Arbitration A grievance unresolved at Step 3 may be submitted to arbitration upon notification by the Union in accordance with Section 8.5 of this Article.

Section 8.5 Procedures In Arbitration The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within twenty-one (21) calendar days from the date of the final answer at Step 3, the Union shall notify the Employer of its intent to seek arbitration over the unresolved issue. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due to the arbitration shall be paid by the

party (or parties) canceling the arbitration. Any grievance not submitted within the twenty-one (21) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer's representative(s).

A. The representative of the parties shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service shall be jointly requested to submit a panel list of seven (7) arbitrators from the FMCS. The parties shall alternately strike the names of the arbitrators until only one name remains. Either party may once reject the list and request from FMCS another list of seven (7) arbitrators until a mutually agreeable arbitrator is selected. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator. The arbitrator shall limit the arbitrator's decisions strictly to the interpretation, application, or enforcement of specific articles in this Agreement. The Arbitrator may not modify or amend the terms of this Agreement.

B. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

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

D. The decision of the arbitrator in all matters shall be final and binding. The arbitrator shall be requested to issue the arbitrator's decision within thirty (30) days after the conclusion of testimony and argument.

E. The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, if any, or the hearing room, shall be borne equally by the Employer and the Union. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

Section 8.6 Self-Representation When an employee covered by this Agreement chooses to represent him or herself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Union steward will be notified of the Union steward's right to be present at the adjustment.

Section 8.7 Time For Grievance Representatives A grievant and the grievant's grievance representative shall be allowed time off from regular duties for attendance at meetings scheduled under the grievance procedure, with prior approval of the respective supervisor, without loss of pay or benefits. Grievance representatives may be allowed time off their regular shift, as approved by the Sheriff or the Sheriff's designee, to conduct an investigation of a grievance where it might be deemed necessary. Requests for time off to investigate must be made prior to initiating investigation.

Section 8.8 Representatives in Meetings In the interest of resolving grievances at the earliest possible step of the grievance procedure, it may be beneficial that other representatives not specifically designated be in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the grievance procedure providing said person(s) have input that may be beneficial in attempting to bring resolution to the grievance.

Section 8.9 Access to Documents/Material All documents and other materials on which the Employer relies as the basis for action taken that gave rise to the grievance shall, upon written request, be furnished to the Union. The Union will reciprocate in kind with any materials or documents upon which it relies as the basis for its position on the grievance.

Section 8.10 Grievance Form The Union shall use a grievance form which shall provide the information outlined in Section 8.3. The Union shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

ARTICLE 9
PERSONNEL FILES

Section 9.1 Inspection of Files Copies Each employee may inspect the employee's personnel file maintained by the Employer at any reasonable time, and shall, upon request, receive a copy of any documents contained therein. The Employer may levy a charge for such copying, which shall bear a reasonable relationship to the actual cost of copying. An employee shall be entitled to have a representative of the employee's choice accompany the employee during such review. The employee shall receive a copy of the performance evaluation in its final form after the employee signs it.

Section 9.2 Right To Respond If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in the employee's file. If the Sheriff concurs with the employee's contentions, the Sheriff shall place a correcting document in the file. If the Sheriff disagrees with the employee's contention, the Sheriff shall attach the employee's memorandum to the document in the file and note thereon th Sheriff's disagreement with the memorandum's contents. An employee's signature on a document shall mean the employee has seen the document and not that the employee agrees with its content unless it is so stated on the document. No anonymous material of any type shall be included in the employee's personnel file.

Section 9.3 Removal of Discipline Records Records of oral warnings and written warnings shall cease to have force and effect one (1) year from the date of issuance, provided no intervening discipline has occurred. Any record of discipline of any kind shall cease to have force and effect two (2) years from the date of issuance, and shall not be used in future discipline provided no intervening discipline has occurred. In any case in which a disciplinary action of record is rescinded, the employee's personnel file shall clearly reflect such action. Upon request of the member, outdated records shall be removed from the member's personnel file and stored in a separate area to await disposition by the proper method as provided for in the Ohio Revised Code. In the event an employee denies that a standard of conduct expected has been established any prior discipline demonstrating the violation by the employee may be used to establish that the employee had been put on notice.

ARTICLE 10
WORK RULES - GENERAL ORDERS

Section 10.1 Uniformity The Employer agrees that all work rules and general orders shall be applied uniformly within the group or groups of employees to whom such work rules/general orders are directed.

Section 10.2 Modification to Work Rules Any additions or amendments to the work rules or general orders shall be reduced to writing, posted on department bulletin boards (including the Union bulletin board), and signed by all employees to acknowledge awareness of the addition or amendment within ten (10) calendar days of the posting. An employee on leave of absence, sick leave or vacation shall be required to sign the acknowledgment within three (3) working days upon return to work. This Section does not limit the right of the Employer to implement a work rule prior to the conclusion of the acknowledgment period.

Section 10.3 Health and Safety The Employer agrees to maintain in safe condition all facilities, vehicles, and equipment furnished by the county to carry out the duties of each bargaining unit position, but reserves the right to determine what those facilities, vehicles, and equipment shall be. The employees agree to work cooperatively in maintaining safety in the Allen County Sheriff's Department. Employees are responsible for reporting any unsafe conditions or practices, or avoiding negligence, and for properly using and caring for facilities, vehicles, supplies, and equipment provided by the Employer.

Section 10.4 Restroom Facilities The Employer shall provide employees restroom facilities separate from those used by inmates during the time that the employees are assigned to duty in or around the jail or communications area.

ARTICLE 11
DISCIPLINE

Section 11.1 Internal Review

A. At any time an inquiry concerning an employee occurs when the Employer believes that disciplinary action of record (reprimand of record, suspension, reduction, or removal) will or may result, the employee will be notified when the employee is first questioned, that such result is possible.

B. Before an employee may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, the employee shall be advised that such conduct, if continued, may be the basis for such a charge. If an employee desires, the employee shall be given a reasonable opportunity to consult with a union representative before being required to answer questions. During all questioning the employee may, upon request, be accompanied by an available union representative.

C. Any interrogation, questioning, or interviewing of an employee will be conducted at hours reasonably related to the employee's shift, preferably during, or immediately prior to or after the employee's working hours, unless the situation dictates otherwise. Interrogation sessions shall be for reasonable periods of time, and time shall be allowed during such questioning for rest periods and attendance to other physical necessities.

D. When an anonymous complaint is made against an employee, the Sheriff or designee may investigate, and if there is no corroborative evidence, the complaint shall be classified as unfounded and no action will be taken.

E. Any employee who has been under investigation shall be informed, in writing, of the outcome of the case at the conclusion of the investigation. All investigations, except those concerning criminal investigations, shall be completed within reasonable time after probable cause has been established that a formal investigation shall commence. The bargaining unit employee will be notified upon completion of investigation.

F. The Employer may request to use a polygraph machine or any other mechanical or electrical means to investigate the truth of statements made by members. No member shall be required to submit to such tests and no disciplinary action shall be taken against members who refuse to permit any such tests.

Section 11.2 Discipline The tenure of every bargaining unit employee of the Allen County Sheriff's Department shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause.

Except in instances wherein the employee is charged with serious misconduct, discipline will be applied in a 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 record of performance and conduct. Disciplinary penalties shall be appropriate to the severity of the offense, and as such the forms of discipline listed below do not necessarily represent a systematic order to be followed in all instances. Forms of progressive disciplinary action, but not necessarily the order of discipline, are as follows:

A. Counseling forms
B. Written reprimand
C. Suspension without pay
D. Reduction in pay and position
E. Discharge from employment
F. Other mutually agreed discipline

Anytime the Employer or any of the Employer's representatives has reason to discipline any employee, it shall be done in a manner that will not embarrass the employee before the other employees or the public.

No public disclosure except as may be required by law may be initiated by the Sheriff of any disciplinary action taken or proposed against any employee unless and until criminal charges have also been filed, and if no criminal charges are filed then until the employee is formally disciplined.

Section 11.3 Predisciplinary Conference - Procedure Whenever the Employer or its designee determines that an employee may be disciplined for cause (including only suspensions, reductions or termination), the Employer or its designee will notify the employee that the employee is entitled to a pre-disciplinary conference in accordance with federal law. The employee may waive the conference, if the employee so desires, in writing.

Pre-disciplinary conferences will be conducted by a supervisor who will be selected by the Employer. The supervisor shall be outside the employee's direct chain of command.

Not less than twenty-four (24) hours prior to the scheduled starting time of the conference, the Employer will provide to the employee a written outline of the charges which may be the basis for disciplinary action. A twenty-four (24) hour (or as otherwise mutually agreed) extension may be granted at the Union's request.

At the pre-disciplinary conference, the supervisor will ask the employee or the employee's representative to respond to the allegations of misconduct which were outlined to the employee. Failure to respond truthfully may result in further disciplinary action.

At the pre-disciplinary conference the employee may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred. The employee shall provide a list of witnesses to the supervisor as far in advance as possible, but no later than one (1) hour prior to the pre-disciplinary conference. It is the employee's responsibility to notify witnesses that their attendance is desired.

The employee or the employee's representative will be permitted to confront and cross examine witnesses. A written report will be prepared by the supervisor concluding as to whether or not the alleged conduct occurred. The Employer will decide what discipline, if any, is appropriate.

A copy of the supervisor's report will be provided to the employee within five (5) days following its preparation.

Copies of any written disciplinary actions shall be given to the employee at the time of the action.

In lieu of suspension without pay of ten (10) days or less, an employee may request to forfeit accrued leave (except sick leave) on an hour for hour basis. At the Sheriff's discretion should the parties agree to a forfeiture of such leave, it shall constitute corrective action of record. Such forfeiture shall be noted in the employee's personnel file and shall constitute the final resolution of the Employer's charges.

ARTICLE 12
SENIORITY

Section 12.1 Seniority Seniority is the right of an employee to exercise options established by the terms and conditions of this Agreement that specifically reference seniority.

Section 12.2 Computation of Seniority "Classification seniority" shall be computed on the basis of uninterrupted length of service within a classification. "Total seniority" shall be computed on the basis of uninterrupted length of continuous service with the Employer. Employees with the same hire date shall use the last four (4) digits of their social security number as a tie breaker, the highest number being first, etc. Any break in service of employment lasting more than thirty (30) days shall constitute a break in continuous full-time service. Once continuous service is broken, the employee loses all previously accumulated seniority. An approved leave of absence does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 12.3 Posting Seniority lists by total seniority and by classification seniority shall be posted in the Sheriff's Office in mutually agreed locations. The seniority lists shall be updated semi-annually with copies provided to the Union. However, seniority lists will be provided more frequently upon request.

Section 12.4 Lists, Challenges Seniority lists shall illustrate the name of the employee and the employee's last date of hire with the Allen County Sheriff's Office. Any employee shall have the right to challenge any information on the seniority list within ten (10) days after the list is posted. When an employee is transferred to another classification, the employee will keep their current I.D. number but will be the most junior in the new classification. I.D. numbers are for administrative purposes only and shall not affect the seniority of any employee.

ARTICLE 13
LAYOFF AND RECALL

Section 13.1 Reasons For Layoff The Employer may lay off employees in the bargaining unit for reasons of lack of work, lack of funds, or job abolishment. The Employer shall have the burden of establishing the need for a layoff. It is understood and agreed that no provisions of civil service law or rules shall apply to layoffs and that this is the exclusive procedure for layoff of employees covered by this Agreement.

Section 13.2 Notification The Employer shall notify and meet with the Union no less than fourteen (14) calendar days prior to any impending abolishment or layoff of personnel to discuss alternatives and/or establish the displacement order. The layoff list and displacement order shall be posted on Department bulletin boards ten (10) calendar days prior to the effective date of the abolishment or layoff.

Section 13.3 Layoff When it becomes necessary to reduce the number of employees in the employ of the Employer, such reduction shall be initially by classification in accordance with each employee's classification seniority within the Sheriff's Office.

The order of layoff shall be as follows:

1. Temporary, part-time, seasonal or intermittent;
2. Employees serving an initial probationary period;
3. Full-time employees who have completed their probationary periods.

Employees may not displace others in reverse of this order regardless of classification.

Section 13.4 Displacement An employee who is laid off from a classification may displace another employee in an equally well paid or lower classification provided the employee has more total seniority with the Sheriff's Office.

Section 13.5 Recall Recalls after layoff shall be in inverse order of layoff by classification from which the employee was laid off. Laid off employees shall maintain recall rights for a period of two (2) years. Any employee who refuses a recall to a position shall be removed from the recall list.

Section 13.6 Recall Notice Notice of recall shall be sent to the employee by certified mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, and return receipt requested, to the last mailing address provided by the employee. It is the responsibility of the employee to provide the Employer with a written notice of any change of address and/or telephone number during the employee's period of layoff.

Section 13.7 Reporting An employee recalled from a layoff shall have fourteen (14) calendar days following the receipt or attempted delivery of the recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the notice. The time limits provided in this section may be extended by the Employer if circumstances beyond the control of the employee prevented timely response by the employee to the recall notice.

ARTICLE 14
PROBATIONARY PERIODS

Section 14.1 Length Of Probationary Period All employees shall serve a probationary period of one year. Probationary time shall be all paid time status except for sick leave or unpaid leaves in excess of forty (40) hours. New hire removals and employees returned to former classifications during their probationary period shall not be subject to the grievance procedure.

Section 14.2 Promotions Full-time employees who are promoted to a position in the Sheriff's Office which carries a higher pay range than that previously held shall serve a promotional probationary period. A promoted employee whose performance is unsatisfactory shall be returned to a position in their former classification/rank.

Section 14.3 Rates of Pay An employee promoted by the Employer shall receive, beginning the first full pay period following the date of promotion, the appropriate rate of pay assigned to the position. Any promoted employee reduced to a former classification/rank shall receive the rate they would have received if they would not have been promoted.

ARTICLE 15
FILLING OF POSITIONS

Section 15.1 Definitions The term "promotion," for the purpose of this Agreement, shall mean the act of placing an individual in a position within the bargaining unit which carries a higher pay range than that previously held. This section shall not apply to entry level positions.

Section 15.2 Postings/Eligibility When the Employer determines to fill a vacant position within the bargaining unit, such vacancy shall be posted on the Office bulletin boards for a period of not less than seven (7) calendar days. The posting shall include the title of the position, the duties and responsibilities, and the minimum qualification required including appointment status. Only employees sworn and appointed under O.R.C. 311.04 may bid on sworn positions.

It is understood and agreed that the Sheriff has the authority to define or establish the qualifications for the positions and classifications in the Sheriff's Office.

Job postings shall identify the standards and qualifications for the classification. Postings shall indicate the criteria for the position and available study materials. The criteria for selection shall include, but not be limited to, knowledge required for the position, demonstrated ability to supervise and team build, demonstrated ability to achieve goals, and other relevant selection criteria for the classification.

Selection factors may include prior law enforcement experience with the Allen County Sheriff's Office or other law enforcement agency. Prior experience in law enforcement with the Allen County Sheriff's Office may be a factor, but not the sole factor, for selection.

The Employer shall select the best-qualified candidate from the qualified applicants. The candidate selected may be a non-employee of the Sheriff's Office. In the event two or more candidates are equally qualified, the candidate who is an employee of the Sheriff's Office shall be selected.

Section 15.3 Applicants Employees interested in applying for the posted position shall submit an application to the Employer within the posting period. The Employer shall not be obligated to consider any applications submitted after the posting period or received from applicants who do not meet the minimum qualifications for the job. Employees may submit a bid on behalf of other employees in their absence.

All timely filed applications shall be reviewed by the Employer considering the following criteria: seniority, qualifications, education, experience, work record, previous job experience, disciplinary record. The position shall be awarded to the individual who best meets the criteria outlined above. If two (2) or more employee applicants have equal qualifications, the position shall be awarded to the applicant with the greatest seniority. The Employer or its designee shall interview all qualified applicants.

Employees shall be responsible for submitting information and documentation of training, experience, and education supporting their application for a vacancy. Such documentation and information may be submitted to the employee's personnel file as the information is gathered. Employees shall be responsible for identifying the experience, training, education, and other relevant information they wish to have considered.

Section 15.4 Methods The Employer shall determine the method for testing or review of applicants for vacant positions. The Employer shall determine the methods for examinations which shall be used to select candidates for promotional positions subject to this Article.

Section 15.5 Temporary Appointments Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis. Such temporary appointments shall not exceed one hundred eighty (180) days.

Section 15.6 Promotions To Sergeant The classification of Sergeant is a non-bargaining unit classification. However, vacancies in the Sergeant classification shall be posted pursuant to Section 15.2, and filled by bargaining unit personnel. Non-selection to a Sergeant position shall not be subject to the grievance procedure.

Section 15.7 Advance Step Placement When filling a position the Employer may, at the Employer's discretion, place the employee in an advance step at the date of hire, but not above Step D, provided the employee has an equivalent amount of experience as a law enforcement officer from another jurisdiction.

ARTICLE 16
LABOR/MANAGEMENT MEETINGS

Section 16.1 Meetings In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Employer or the Employer's designee shall meet with not more than seven (7) representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship. Union representatives attending labor/management meetings shall not, if the meetings are held during their normal duty hours, suffer any loss of pay for the time spent in such meetings.

Section 16.2 Notification The party requesting the meeting shall furnish an agenda at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The names of those Union representatives who will be attending shall be submitted in advance. The purpose of such meeting shall be to:

A. Discuss the administration of this Agreement;
B. Notify the Union of changes made by the Employer which affect bargaining unit members of the Union;
C. Discuss grievances which have been processed beyond the final step of the grievance procedure when such discussions affect bargaining unit members of the Union;
D. Disseminate general information of interest to the parties;
E. Discuss ways to increase productivity and improve efficiency;
F. Consider and discuss health and safety matters relating to employees;
G. Provide an opportunity to the Union to share the views of its membership and/or make suggestions on subjects of interest to its membership.

Section 16.3 Additional Meetings It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

ARTICLE 17
HOURS OF WORK AND OVERTIME

Section 17.1 Work Period The standard work period for all Deputies, Corrections Officers and Corrections Corporals covered under this agreement shall be one hundred sixty-five (165) hours in a twenty-eight (28) consecutive calendar day period. The Sheriff may make changes to the established workday/work schedule only after first consulting with the Union.

The standard work period for all Dispatchers covered under this agreement shall be forty (40) hours during a seven (7) consecutive calendar day period. The Sheriff may make changes to the established workday/work schedule for employees covered by this Agreement only after first consulting with the Union.

Section 17.2 Overtime, Compensatory Time All hours worked in excess of an employee's scheduled work day or activity period shall be compensated at one and one-half (1 ½) times their normal rate of pay or, at the employee's option, subject to the limitations below, be credited with compensatory time at the time and one half (1 ½) rate. A compensatory time balance may not exceed eighty (80) hours. Employees will be paid for any overtime which would cause the compensatory bank to exceed eighty (80) hours, budget permitting. The Employer reserves the right to schedule employees off, on compensatory time at a time and date mutually agreeable to the employee and the Employer, provided that the Employer scheduled compensatory time does not reduce an employee's balance below thirty-two (32) hours, unless a lesser balance is mutually agreed to. Compensatory time may be taken, with approval, in one (1) hour increments. Employee requests for compensatory time shall be approved or denied within twenty-four (24) hours of being submitted to their supervisor. However, employee compensatory time off requests approved may be canceled and rescheduled by the Employer due to circumstances not known at the time the employee's request was approved.

All compensated time, except sick leave, shall be counted as active pay status for the purpose of calculating overtime.

Employee selection of paid overtime is subject to the following limitations:

A. When the overtime budget of the Sheriff's Office is low or expended the Employer may require that overtime be compensated in compensatory time.
B. Special team assignments are exempt from choice unless the Sheriff permits paid overtime for special team assignments or tasks.
C. The Employer may reduce, to the allowed balance of thirty two (32) hours of compensatory time, by "cashing" out the compensatory time at the employee's current rate.
D. Employees who refuse or fail to schedule compensatory time hours and who are approaching the ceiling may have those hours scheduled in order to avoid exceeding the limits, but the Employer shall not schedule the employee so that the employee's balance would go below 32 hours. Before employees are scheduled for compensatory time off, they will be given seven (7) day notice and have an opportunity to choose dates for compensatory time based on adequate staffing needs.

Section 17.3 Exchange of Shifts Where an employee requests to work a day off in exchange for a day to be scheduled off, the employee's pay status shall not be affected. When employees exchange shifts with the approval of the Employer (or designees), the pay status of neither employee is affected, except that an employee who works an exchange and is required to work overtime shall receive the overtime.

Section 17.4 Call-In When an employee is called in to work at a time disconnected to the employee's scheduled shift, or called in for court appearances on off-duty time disconnected to a scheduled shift, or previously scheduled/approved vacation day or previously scheduled/approved compensatory time off, the employee shall be compensated at the rate of two (2) hours at time and one-half (1 ½), to be credited as three (3) hours compensatory time, or the actual time at time and one-half (1 ½), whichever is greater. Any employee called to rectify the

employee's own error shall be credited with actual time worked and not with the minimum premium herein stated.

Section 17.5 Pay Out An employee who quits or retires will be paid for all compensatory time to the employee's credit at the employee's rate of pay at the time of leaving. The spouse, beneficiary, or executor of the estate, whichever is applicable, shall receive any payment due in the event of the death of an employee.

Section 17.6 Stand-By Any employee who, while on stand-by status, is required to remain on the Employer's premises, or at the employee's home or other specific location to await a call when needed, is considered as being unable to use the time effectively for the employee's own purposes, and shall be considered to be working during the entire time the employee is on stand-by.

Section 17.7 Pyramiding Prohibited Compensation shall not be paid more than once for the same hours under any provisions of this Agreement. Unauthorized leave, periods of suspension, absence without leave and other unpaid leaves shall be deducted from the hours worked during the bi-weekly pay period in which such absences occur, and are not to be considered in paying overtime.

Section 17.8 Method of Filling Overtime It is the intent of the Employer to adhere to the Overtime Authorization Procedure ("Procedure") developed during a Labor-Management Meeting. Employees may grieve, pursuant to the Grievance Procedure contained in this Agreement, any alleged failure by the Employer to fill an overtime opportunity consistent with the Procedure.

In the event the Employer decides it necessary to change the procedure, it shall meet and discuss the change with the Union in a Labor-Management meeting prior to implementation.

ARTICLE 18
WAGES

Section 18.1 Wage Rates The wage rates are attached hereto as Appendix A.

The following is the step progression for employees:

Step A is starting rate of pay.
Step B is earned after six (6) months of continuous service
Step C is earned after twelve (12) months of continuous service
Step D is earned after eighteen (18) months of continuous service

The step increases shall be 4% greater than the previous step.

The parties agree to re-open Article 18, Wages, Section 18.1, Wages Rates, and Appendix A for the purpose of negotiating wages only effective January 1, 2012.

Section 18.2 Officer in Charge Any employee appointed by the Employer as Officer-In-Charge (**OIC**) to act in the place of a supervisor for two (2) or more hours of a shift shall receive an additional four dollars ($4.00) per shift so assigned or six dollars ($6.00) for an entire shift. Employees may refuse an OIC assignment.

Section 18.3 Canine Corps Patrol Officers who are members of the Canine Corps shall receive three (3) hours of compensatory time per week for at home care and maintenance of their assigned working dogs. Alternatively, the Employer may modify the schedule of canine officers so that the health care and maintenance time would be part of the officer's normal, straight time schedule by reducing the weekly work schedule by three (3) hours with pay.

Section 18.4 Longevity In addition to the hourly rate of pay, employees shall receive longevity supplements. The hourly longevity supplement shall be determined by multiplying their base pay by .0025 then multiply this figure by years of service. The longevity supplement shall be paid starting at the fifth (5th) year and shall increase by .0025 up to year 30.
The following formula is used to determine longevity rates:

Base pay x .0025 x years of service.

The longevity supplements shall be effective as of January 1, 2008. Longevity pay will go into effect on the first day of the second pay period of each year. These amounts are the total to be received and are not cumulative.

ARTICLE 19
INSURANCES

Section 19.1 Health Insurance The Employer shall make available to bargaining unit employees general insurance and hospitalization plans, including supplemental benefits, on the same basis as provided to all non-bargaining unit employees in the Sheriff's Office, including those covered by other bargaining agreements, and other employees paid under the County General Fund and who are eligible for the County Insurance Plan.

Section 19.2 Selection of Coverage Employees electing supplemental benefits (e.g., prescription drug, etc.) may only elect the category which corresponds to their health care category (i.e., single, two party or family). The term family shall include spouses.

Section 19.3 Premium Sharing Employees electing coverage shall continue to pay the same premium contribution as of the expiration of the prior collective bargaining agreement (October 31, 2007) which is the same as other County general fund non-bargaining unit employees, and the Employer shall pay the balance. However, in the event other County general fund non-bargaining unit employees are required to pay greater insurance premium contributions, bargaining unit employees shall pay the increased premium contributions not to exceed twenty percent (20%) of the established premium for the category selected. For purposes of administering this Section, the in-category premium is the COBRA rate established by the third party administrator or actuary. Employees are responsible for paying their portion of the co-payment on premium through payroll deduction. Employees electing not to accept coverage must sign a waiver.

Section 19.4 Life Insurance The Employer agrees to provide, at its expense, term life insurance in the amount of $30,000 for each employee.

Section 19.5 Indemnification The Employer agrees to indemnify and defend any employee from action arising out of the lawful performance of the employee's official and/or assigned duties.

Section 19.6 Modification To Coverage The determination of carriers and/or method of providing insurance rests with the Employer. Any change in carriers, coverage, or methods of providing insurance which would affect the bargaining unit in any way shall be discussed with the Union prior to implementation. The Employer may periodically change the plan coverage, including deductibles, co-payments, etc., but will do so after discussion with the Union. Reasonable adjustment of deductibles, co-pays, etc., shall not be considered as a reduction of benefits.

Section 19.7 Administrative Issues Employees who do not have sufficient compensation in any given pay period to cover their premium contribution shall be discontinued from coverage unless the employee makes a direct payment to the Employer of their share of the health insurance premium.

Employees on an approved unpaid leave of absence may continue their insurance coverage for up to three (3) months by making direct payments to the Employer for the entire insurance premiums (subject to the FMLA of 1993). Such payments must be made by the 15th of the month prior to the month for which coverage is desired.
Any re-enrollment or reinstatement of an employee to the insurance plan shall be subject to the re-enrollment provisions.

Section 19.8 Insurance Committee The Union may appoint one (1) member from each of the bargaining units to the insurance committee for the insurance plan that provides coverage for the members of the bargaining unit.

Section 19.9 Insurance Opt-out Any employee who is covered under the County's health insurance on 12/31/07, has been covered under the County's health insurance for the past two (2) years uninterrupted, and who has insurance available to them through their spouse or other family member, may elect to "opt-out" of the County sponsored health insurance effective 7/1/2008 for the duration of the contract term. In lieu of the employee taking the county sponsored health insurance, the Employer shall pay $1,000 per year to the employee, in two (2) installments; $500.00 the first pay period in January and $500.00 the first pay period of July.

If the employee must sign up for the County's health insurance for some unforeseen reason, any prepaid stipend for that calendar year will be pro-rated by the Allen County Commissioner's Office and repaid to the Employer by the employee through payroll deduction.

Since this is an "opt-out" policy, only those employees who currently have the County's health insurance as of 12/31/2007 and have been covered by the County' health insurance for the past

two years uninterrupted are considered to be truly "opting-out". Those employees who currently do not have the County's health insurance as of 12/31/2007 will not be permitted to participate in this policy.

Any new employees or employees new to the County's health insurance policy must carry the County's health insurance policy for a period of two (2) years uninterrupted before being considered for this "opt-out" benefit.

ARTICLE 20
VACATION

Section 20.1 Accrual The amount of vacation time to which an employee is entitled is based upon length of service with the Employer, and is as follows:

Length of Service	Vacation Hours
Less than 1 year	None
1 year but less than 8 years	80
8 years but less than 15 years	120
15 years but less than 22 years	160
22 years or more	200

1. 3.1 hours per pay for those entitled to 80 hours.
2. 4.6 hours per pay for those entitled to 120 hours.
3. 6.2 hours per pay for those entitled to 160 hours.
4. 7.7 hours per pay for those entitled to 200 hours.

Section 20.2 Schedule The Employer shall post a vacation calendar in each unit (e.g., Patrol, Corrections Detective, Dispatch, etc.) during the month of December of each calendar year. Prior to February 1 of each calendar year, employees shall mark and sign for the dates for that year on which they prefer to use their accumulated vacation. All employees must schedule at least one (1) block of forty (40) hours of vacation time. Vacation leave in excess of forty (40) hours vacation leave may be taken in one (1) hour increments. Requests must be submitted on the unit calendar. Such requests shall be honored on the basis of the employee's seniority with the Employer, subject to the following limitations and exceptions:

A. An employee may request no more than two (2) weeks vacation for the calendar year prior to the February 1 closing date. After February 1, an employee may request to schedule the employee's remaining accrued vacation.

B. Vacation requests for any dates designated on the calendar by the Employer as "Not Available for Vacation" shall not be honored.

C. Vacation requests for less than one full work week (excluding weeks which include holidays) are honored solely on the basis of order of application.

D. Vacations are scheduled and approved in accordance with the workload requirements of the Employer.

Section 20.3 General Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. Employees may carry over accumulated vacation leave for up to three (3) years beyond the date of accrual. Days specified as holidays in Article 21 of this Agreement shall not be charged to an employee's vacation leave.

Section 20.4 Conversion At Separation An employee is entitled to compensation, at the employee's current rate of pay, for any earned but unused vacation leave at the time of separation from employment.

Section 20.5 Hospitalization During Vacation Any employee hospitalized while on vacation shall, upon request and upon submission of sufficient evidence of the hospitalization, be entitled to change the employee's vacation status to sick leave for all days hospitalized and any subsequent days necessary for recovery. Upon submission of the request with evidence, any vacation charged to the employee for the duration of the illness shall be restored to the employee's credit.

Section 20.6 Cancellation Reimbursement Once the regularly scheduled vacation has been approved by the Employer (or the Employer's designee), cancellation of vacation days off by same shall be based only on unforeseen emergency needs. In the event an approved vacation is canceled by the Employer, the employee shall be reimbursed by the Employer for the employee's loss of unrecoverable monetary deposits for reservations or travel tickets. The employee shall be required to present documentation supporting such a claim.

ARTICLE 21
HOLIDAYS AND PERSONAL DAY

Section 21.1 Holidays Employees shall be entitled to the following holidays:

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

Continuous operation employees shall observe the holidays according to Section 21.2 and provisions in Article 17. Non-continuous operations employees shall observe the holidays on the actual dates of occurrence, except when a holiday falls on a Saturday, it shall be the preceding Friday, and when a holiday falls on Sunday, it shall be observed on the succeeding Monday.

However, non-continuous operations employees may reschedule up to five (5) holidays at the discretion of the Sheriff.

Section 21.2 Premium Pay Employees that are on a day off when a holiday occurs shall receive a regular day's pay. Additionally, employees that are required to work on a holiday shall be paid at their time and one-half (1½) rate of pay for each hour worked on the holiday in addition to the regular day's pay.

Section 21.3 Personal Day On January first each year each employee shall be credited with eight (8) hours of compensatory time annually to be taken as a personal day. Personal leave shall not accumulate from year to year nor shall it be compensated for in any manner if not used. The personal day off may be taken upon request and with the approval of the Employer. Hours in this Section shall not be combined with the compensatory time bank.

Section 21.4 Scheduling of Holidays All holidays earned in this Article must be requested and used by the continuous operations employees no later than one (1) year from the date of accrual. Should a requested day off be denied by the Employer more than two (2) times, such day will be paid or time limits waived for an additional six (6) months at the employer's choice.

ARTICLE 22
SICK LEAVE

Section 22.1 Accrual For each completed eighty (80) hour pay period in active pay status, an employee earns 4.6 hours of sick leave. (Active pay status will be defined as hours worked, hours on approved paid leave, and hours on paid sick leave.) The amount of sick leave time any one (1) employee may accrue is unlimited. Employees absent on sick leave shall be paid at their regular rate.

Section 22.2 Uses Sick leave may be granted to an employee upon approval of the employer for the following reasons:

A. Illness of the employee or illness of the employee's immediate family requiring the employee's personal care and attendance. Such leave shall be for such reasonable time as necessary to make appropriate longer term arrangements.

B. Exposure of the employee to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.

C. Medical, dental or optical examination or treatment of employee or a member of the employee's immediate family, which requires the presence of the employee, and which cannot be scheduled during non-working hours.

D. Childbirth and/or related medical conditions of the employee or spouse.

E. Injury of the employee after "injury leave" has expired.

F. Death of a member of the employee's immediate family (sick leave usage limited to time actually required: to attend funeral, make necessary funeral arrangements and to take care of the related matters. Maximum usage is limited to five (5) working days). Employees shall be permitted one day (1) of sick leave for bereavement to attend the funeral of an

uncle, aunt, niece, nephew or cousin. Bereavement leave shall not be unreasonably denied.

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

Section 22.3 Mark-Off When an employee is unable to report to work, the employee shall notify the employee's immediate supervisor or other designated person within two (2) hours (unless extenuating circumstances prohibit doing so) prior to the time the employee is scheduled to report to work on each day of absence, unless other arrangements are made with the employee's supervisor.

Upon return to work an employee shall complete an "Application for Sick Leave" form to justify the use of sick leave. The Employer may, when an employee utilizes sick leave for medical appointments or where an absence is for three (3) consecutive days or more, require the employee to furnish a certificate from a physician, dentist, or other medical practitioner.

Section 22.4 Immediate Family For the purposes of this Article, immediate family is defined as spouse, child, mother, father, legal guardian, brother, sister, spouse's grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, half brother, half sister, or any dependent person living in the same household on a continuous basis. For clarification, any family member listed in this section may also be a step family member. (i.e. step-mother, step-child, etc.)

Section 22.5 Prior Service Employees who transfer between departments or agencies, or from other public employment, or who are appointed, re-appointed, or reinstated with ten (10) years of prior public service employment will be credited with unused balance of sick leave upon submission of certification of employment and sick leave balances from previous employers.

Section 22.6 Retirement An employee with more than ten (10) years of public service who retires from service with the Employer shall be paid for twenty-five percent (25%) of the value of the employee's accrued but unused sick leave, up to a maximum payment of thirty (30) days pay.

Section 22.7 Donated Time All members of the bargaining unit shall be eligible for donated time benefits, subject to the terms of this Article, to relieve hardship resulting from extended illness.

A. When it comes to the attention of the division commander that an employee's sick time credit has been or is about to be exhausted, the division commander shall investigate the condition of the employee's ailment.

B. The division commander shall execute a letter to the Sheriff, setting forth:
   1. the details of the division commander's investigation;

2. any recommendation the division commander may have concerning the employee's eligibility as a recipient of donated time.

C. If the Sheriff approves a recommendation for an employee to be the recipient of donated time, a member of the bargaining unit wishing to voluntarily donate compensatory or vacation time for the benefit of such approved recipient shall submit a request to the employee's supervisor listing the name of the beneficiary with the number of hours to be donated. Note! Vacation time can only be donated in eight (8) hour increments.

D. In no case will donated time be employed to extend an employee's period of active duty beyond a recommended retirement day as established by the board physician. Any donated time processed and not needed by a recipient due to retirement, return to duty, or other reasons, shall be returned to the donor.

E. Any donated time processed and not needed by a recipient due to retirement, return to duty, or other reasons, shall be returned to the donor.

F. Donated time shall be paid to the recipient.

Section 22.8 Examinations The Employer may require an employee to take an examination, conducted by a licensed physician, psychiatrist or psychologist selected by the Employer, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of the examination shall be paid by the Employer. In the event the employee's personal physician determines the employee is fit for duty, a third opinion shall be obtained at the expense of the Employer. Such examination shall be binding on all parties. If the third opinion determines the employee is fit for duty, then all leave time used between the second and third opinion shall be credited to the employee.

Section 22.9 Injury/Death of Employee An employee who becomes qualified for disability retirement under the applicable retirement plan will be eligible for payment of unused sick leave up to a maximum of one hundred and twenty (120) days. Disability retirement for purposes of this section must result from an injury which occurred in the line of duty. An employee who is killed in the line of duty shall have his/her entire sick leave balance paid to his/her estate.

Section 22.10 Sick Leave Bonus Plan Employees with an accumulation of one thousand (1000) or more hours of sick leave in the last pay period in December of any year may elect to sell back to the Employer in January of the following year sick leave credits up to eighty hours (80) at the rate of one (1) hour pay for each two (2) hours of sick leave credits.

Section 22.11 Conversion of Vacation Effective May 1st of each year, employees with ten (10) or more years of service, having used forty (40) or less hours of sick leave during the previous year, May 1 through April 30, may request to cash out up to forty (40) hours of vacation. A request for cash out shall be submitted by May 1st and shall be paid no later than the second (2nd) pay period in June. An employee is entitled to compensation, at the employee's current rate of pay, for any earned but unused vacation leave at the time of separation from employment.

ARTICLE 23
LEAVES OF ABSENCE

Section 23.1 Leaves Without Pay Employees may be granted the following types of unpaid leaves of absence:

A. Disability Leave A physically incapacitated employee may request a disability leave. A disability leave may be granted for a period of up to one (1) year when the disability continues beyond accumulated sick leave rights and provided the employee is:
   1. hospitalized or institutionalized;
   2. on a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or,
   3. is declared incapacitated for the performance of the duties of the employee's position by a licensed physician designated by the Employer.

   It is the employee's responsibility to request a disability leave.

B. Educational Leave An educational leave may be granted for a maximum period of one (1) year for purposes of education, training, or specialized experience which would be of benefit to the Sheriff's Office by improved performance at any level; or for voluntary service in any governmentally sponsored program of public betterment.

C. Family and Medical Leave The parties agree that the County policy regarding the Family Medical Leave Act will apply to this bargaining unit. Appeals regarding the FMLA shall be through the grievance procedure. The Employer shall utilize the rolling twelve month period for purposes of computing FMLA leave time.

D. Personal Leave The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee. The employee shall include all pertinent information relating to the need for a personal leave of absence with the employee's request for leave.

E. Authorization for Leave The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. A leave of absence shall be requested on the standard Request for Leave form.

F. Reinstatement from Leave Upon completion of a leave of absence, the employee is to be returned to a position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis. An employee may contact the Employer prior to the expiration of said leave and be granted a reasonable extension for a justifiable cause, within the various maximum time limits established under this Article.

G. Insurance Premiums During Leaves Where an employee has requested and been granted an unpaid leave, the Employer shall continue its contribution to the employee's health insurance benefit program for a period of sixty (60) calendar days from the date of approval of the leave, (except as is required by the FMLA) provided the employee makes arrangements with the Employer for the payment of the employee's share of the costs.

Section 23.2 Leaves With Pay Employees may be granted the following types of paid leaves of absence.

A. Court Leave The Employer shall grant full pay when an employee is summoned for any jury duty by the United States, the State of Ohio, or a political subdivision. All compensation for jury duty must be refused by signing the proper County form, unless such duty is performed totally outside of normal working hours. An employee released from duty prior to the end of the employee's scheduled workday shall report to work for the remaining hours.

B. Military Leave All employees who are members of the Ohio National Guard, the Ohio Defense Corps, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties, and to the difference between their military base rate of pay and their regular base pay for such time as they are in the military service on field training or active duty for periods not to exceed a total of one hundred seventy-six (176) hours in any one (1) calendar year. The employee is required to submit to the Employer 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. Employees who are members of those components listed above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

C. Examination Leave Time off with pay shall be allowed to bargaining unit members to participate in Civil Service tests or to take a required examination pertinent to their employment with the Allen County Sheriff.

ARTICLE 24
INJURY LEAVE

Section 24.1 Injury Leave In the event of a service-connected injury incurred in the active discharge of duty, the employee shall receive full pay for a period not to exceed ninety (90) calendar days from the date of injury. The Employer may grant additional injury leave on a case-by-case basis for such additional periods of times as the injury may warrant. Upon approval of the injury claim by Worker's Compensation, the employee shall pay to the Employer all income benefits paid by Worker's Compensation for the period during which the employee received full pay.

ARTICLE 25
UNIFORMS/EQUIPMENT

Section 25.1 Original Appointment Upon original appointment, employees shall be provided with all uniforms and equipment required by the Employer in quantities specified by the Employer.

Section 25.2 Uniform Allowances Any employee in the classifications listed below who has completed one (1) year of service shall be entitled to a uniform purchase and maintenance

allowance in the stated amounts. Following one (1) year of service, employees requesting to use their uniform purchase and maintenance allowance must first obtain the approval of their immediate supervisor subject to review and approval of the Fiscal Officer. All requests to use the uniform purchase and maintenance allowance must be duty-related.

	1st Agreement Year	2nd Agreement Year	3rd Agreement Year
Deputy Sheriffs	$575.00	$575.00	$575.00
Corrections Officers	$375.00	$375.00	$375.00
Corrections Corporals	$375.00	$375.00	$375.00
Dispatchers	$375.00	$375.00	$375.00

The allowances are provided on a requisition and/or established provider basis and not on a cash to employee basis. An employee seeking reimbursement for uniform maintenance or plain clothes purchased must submit receipts in order to obtain reimbursements.

Any employee who exceeds the employee's allowance shall be required to reimburse the Employer within two (2) pay periods from notification by the Employer.

Section 25.3 Personal Property Where an employee supplies evidence that the employee sustained damage to personal property while performing the duties of the employee's assigned work with due caution and without negligence on the part of the employee, the Employer shall reimburse the employee for the cost of necessary repairs or replacements (no more than fifty dollars ($50.00) for jewelry items). The employee shall present the damaged personal property for the Employer's inspection prior to the repair or replacement of said property. (Repair or replacement of said property shall be at the Employers option.) The costs incurred towards the repair or replacement shall not be charged against the uniform allowance in section 25.2.

Accidental damage to property or clothing is excluded from this provision when the damage occurs during the course of an employee's normal in-office duties.

Section 25.4 Eyewear/Dentures In the event of damage to prescription eye glasses, including frames, contact lens, and dentures, the Employer shall pay the difference between the amount reimbursed from Worker's Compensation and the actual cost of repair or replacement, if any.

Section 25.5 Damaged Uniforms The Employer shall replace, at no cost to the employee, any uniform or piece thereof which is damaged or destroyed in the line of duty or scope of employment, unless the negligence of the employee causes the loss. Any such incident shall be reported to the Employer or the Employer's designee who shall make the appropriate allowance to replace the uniform or piece.

Section 25.6 Uniform Returned All uniforms, accessories and other items of clothing purchased by the Employer shall remain the property of the Employer. Upon termination of employment, the employee shall return such uniform or clothing items to the Employer, or with

the approval of the Employer, shall pay the County a fair market value for those items the employee is permitted to keep.

Section 25.7 Vests The Employer shall provide bullet proof vests for all employees requesting the vests. The parties agree the Employer may require employees to wear a vest.

Section 25.8 Duty Weapon Purchase Upon retirement under PERS from the Allen County Sheriff's Office, each retiree who in the performance of their daily duties carried an Employer's issued firearm shall have the right to purchase same with related magazines. The price of that weapon will be based on a depreciation schedule of twenty percent (20%) per service year with a minimum value of one dollar ($1.00). The Sheriff shall maintain a record of make, model, and serial number of said weapon in the name of the retired officer.

ARTICLE 26
SUBSTANCE TESTING

Section 26.1 Substance Testing The Employer and Union agree to be subject to the terms of the Allen County Drug Free Workplace Policy. The Employer reserves the right to modify the Drug Free Workplace Policy. However, prior to implementing any changes to the Drug Free Workplace Policy, the Employer shall first meet with the Union for the purpose of receiving input and discussing the affects of any modification.

A copy of the Drug Free Workplace Policy as modified by the parties shall be made available to bargaining unit members.

The application of the Drug Free Workplace Policy is an appropriate topic for Labor/Management Meetings.

ARTICLE 27
DURATION

Section 27.1 Unless otherwise stated in this Agreement, this Agreement shall be effective on January 1, 2011, unless indicated otherwise, and shall remain in full force and effect until December 31, 2013, unless otherwise terminated as provided herein. The parties agree to re-open Article 18, Wages, Section 18.1, Wage Rates, and Appendix A for the purpose of negotiating wages only effective January 1, 2012.

Section 27.2 This Agreement is a result of open negotiations and supersedes all previous Agreements (either written or oral) between the Employer, its employees, and the Union. Therefore, the express provisions of this Agreement may be changed only by mutual agreement between the parties, reduced to writing, dated, and signed by the parties to this Agreement.

Successor agreements to modify, amend, or terminate this Agreement, shall require written notice of such intent no earlier than one hundred twenty (120) days prior to the expiration date, nor later than ninety (90) days prior to the expiration date of this Agreement. Such notice shall

be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

IN WITNESS WHEREOF, The parties have hereunto signed by their authorized representatives this 8th day of June, 20~~08~~.2011

For the Allen County Sheriff:

Samuel A. Crish, Sheriff

FOR THE ALLEN COUNTY
BOARD OF COMMISSIONERS:

County Commissioner

County Commissioner

County Commissioner

APPROVED AS TO FORM:

Allen County Prosecuting Attorney

COUNTY LABOR COUNSEL:

For the FOP/OLC:

Brenda Goheen June 8, 2011

Brenda Goheen, Staff Representative

Anth P. McCuskey 6-17-11

Tonya Lauch 6-17-11

Cindy Hobbs 6-20-11

Ralph J Tomasi 6-2011

WAGE SCALE

~~Current Rates~~	~~Step A~~	~~Step B~~	~~Step C~~	~~Step D~~
~~Dispatcher*~~	~~$12.67~~	~~$13.21~~	~~$13.73~~	~~$14.27~~
~~Corr. Officer~~	~~$14.27~~	~~$14.84~~	~~$15.45~~	~~$16.06~~
~~Corr. Corporal~~	~~$16.69~~	~~$17.34~~	~~$18.04~~	~~$18.77~~
~~Deputy Sheriff~~	~~$17.11~~	~~$17.80~~	~~$18.50~~	~~$19.24~~

~~Effective January 1, 2008~~	~~2%~~	~~Step A~~	~~Step B~~	~~Step C~~	~~Step D~~
~~Dispatcher*~~		~~$12.92~~	~~$13.47~~	~~$14.00~~	~~$14.56~~
~~Corr .Officer~~		~~$14.56~~	~~$15.14~~	~~$15.76~~	~~$16.38~~
~~Corr. Corporal~~		~~$17.02~~	~~$17.69~~	~~$18.40~~	~~$19.15~~
~~Deputy Sheriff~~		~~$17.45~~	~~$18.16~~	~~$18.87~~	~~$19.62~~

~~Effective January 1, 2009~~	~~2%~~	~~Step A~~	~~Step B~~	~~Step C~~	~~Step D~~
~~Dispatcher*~~	~~(+2%adj.)~~	~~$13.44~~	~~$14.01~~	~~$14.56~~	~~$15.14~~
~~Corr. Officer~~		~~$14.85~~	~~$15.44~~	~~$16.08~~	~~$16.71~~
~~Corr. Corporal~~		~~$17.36~~	~~$18.04~~	~~$18.77~~	~~$19.53~~
~~Deputy Sheriff~~		~~$17.80~~	~~$18.52~~	~~$19.25~~	~~$20.01~~

		3%	**Step A**	**Step B**	**Step C**	**Step D**
Dispatcher*		(+2%adj.)	$14.11	$14.71	$15.29	$15.90
	Effective January					
Corr. Officer	**1, 2010**		$15.30	$15.90	$16.56	$17.21
Corr. Corporal			$17.88	$18.58	$19.33	$20.12
Deputy Sheriff			$18.33	$19.08	$19.83	$20.61

*Lead Dispatchers +$0.50

MEMORANDUM OF UNDERSTANDING BETWEEN THE ACSO AND FOP/OLC

The parties agree to delete Section 18.4 Lead Dispatch. The parties further agree that the following three (3) employees shall continue to receive the $.50 per hour supplement while working as Dispatchers unless otherwise agreed:

Cindy Hibbs
Becky Helmig
Candice Morse

The terms of this memorandum shall continue until all three of the above have separated from service with the Allen County Sheriff's Office or taken other positions at the Sheriff's Office.

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC. EMPLOYEE ORGANIZATION,	} } Case No(s): 10-MED-09-1146 }	
and,	}	
ALLEN COUNTY SHERIFF, EMPLOYER.	} }	

FILING OF THE COLLECTIVE BARGAINING AGREEMENT

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of the Collective Bargaining Agreement executed between the parties in the above captioned case(s).

Respectfully Submitted,

Tara M. Crawford
Paralegal
F.O.P., O.L.C.I.
222 East Town Street
Columbus, Ohio 43215
614-224-5700

cc: Mr. Benjamin S. Albrecht
balbrecht@downesfishel.com