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AGREEMENT

Between:

VAN WERT COUNTY SHERIFF
DISPATCH

And:

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL UNION NO. 908

Effective: April 22, 2012

Through: April 18, 2015

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ARTICLE 1

PURPOSE

SECTION 1.1: This Agreement, entered into by the Van Wert County Sheriff, hereinafter referred to as the "Employer" and the Public employees of Ohio, Teamsters Local 908 affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union", has as its purpose the following:

> To comply with 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.

ARTICLE 2

UNION RECOGNITION

SECTION 2.1: The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees in the bargaining units as set forth in the certifications issued by the State Employment Relations Board in Cases #93REP-10-0216.

SECTION 2.2: Wherever the term "employee(s)" is used in this Agreement, it shall include only individuals classified as full time communications officers including (new hire trainees).

SECTION 2.3: All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

ARTICLE 3

MANAGEMENT RIGHTS

SECTION 3.1: The Employer reserves and retains the sole right to direct, manage and control the functions and the operations of the work force, except as limited by the express terms of this Agreement.

Management's rights shall include, but are not limited to the right to plan, direct, and control operations; to determine when work is to be performed; to determine, alter, revise, change or eliminate any or all means, methods, processes, materials and schedules of operation; to determine the existence, composition and number of staff; to determine or change the duties of jobs, to determine the location or relocation of departments or operations, to establish standards and to what extent the work required in its operation shall be performed by employees covered by this Agreement; to temporarily transfer employees between jobs and shifts in order to maintain efficient operations; to hire, discipline, suspend or discharge for cause, to layoff, transfer, promote or demote, to make and enforce work rules and regulations.

SECTION 3.2: The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the function of the Employer.

SECTION 3.3: Any exercise of these rights which are in violation of the express terms of this Agreement are subject to the Grievance Procedure.

ARTICLE 4

NON-DISCRIMINATION

SECTION 4.1: The Employer and the Union hereby recognize the existence of certain Federal and State Laws prohibiting discrimination against employees on the basis of age, sex, race, color, creed, national origin, or handicap, and agree to share equally the responsibility for complying with such laws and regulations.

SECTION 4.2: All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

SECTION 4.3: Any alleged violation of any Federal or State Law prohibiting discrimination shall be appealed through the administrative and/or judicial procedures established by law and shall not be appealable through the Grievance Procedures contained in this Agreement. The parties involved may discuss such alleged violations prior to the employee filing an appeal in an attempt to resolve the issue(s).

ARTICLE 5

UNION REPRESENTATION

SECTION 5.1: The Employer agrees to admit not more than two (2) Union Staff Representatives to the Employer's facilities. The Staff Representative(s) shall be admitted to the Employer's facilities and sites, for the purpose of processing grievances or attending meetings as permitted herein, provided that the Union Representative shall identify himself and obtain clearance from the Employer or the Employer's designated Representative before contacting any employee.

SECTION 5.2: The Union shall submit in writing the names of the employees who will act as Union Stewards for processing grievances as outlined in the Grievance Procedure. The Employer shall recognize as Union Representatives, the Chief Steward or in his absence, the Alternate Steward.

SECTION 5.3: The Union shall provide to the Employer the names, office held, and business address and telephone numbers of the Local 908 President and the Local Union Chief Steward, Alternate Steward and Staff Representative which is to be kept current at all times. No employee shall be recognized by the Employer as a Union Representative until the Union has presented the Employer with written certification of that person's selection.

SECTION 5.4: The investigation and writing of grievances shall be on non-duty time. The authorized representative may obtain needed information from the office during duty hours, providing the office is open and the employee receives authorization from his immediate supervisor prior to contacting the office. The authorized representatives shall be permitted time to deliver grievances to the next step of the grievance process without loss of pay.

Grievance hearings will be scheduled by mutual agreement of both parties. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

SECTION 5.5: Rules governing the activity of Union Representatives are as follows:

1. The Union agrees that no official of the Union, employee or non-employee, shall interfere with, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein.

2. The Union shall not conduct Union activities in any work areas without notifying the Supervisor in charge of that area of the nature of the Union activity.

3. The Union Chief Steward, Alternate Steward or Business Representative shall cease Union activities immediately upon the request of the Supervisor of the area where the Union activity is being conducted or upon the request of the employee's immediate Supervisor.

   A. A Union employee abusing the rules of this Section is subject to disciplinary action.

ARTICLE 6

UNION SECURITY

SECTION 6.1: The Employer agrees to deduct Union membership dues in accordance with this Article, for all employees eligible for the bargaining unit upon the successful completion of their initial probationary period.

SECTION 6.2: The Employer agrees to deduct regular Union membership dues, initiation fees, or assessments twice each month from the pay of any employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

SECTION 6.3: For the duration of this Agreement, the Employer agrees to remit the dues deducted from eligible bargaining unit employees pay, in accordance with this Article, once each month, to the appropriate officer as designated by the Union in writing.

SECTION 6.4: The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

SECTION 6.5: The Employer shall be relieved from making such individual "check-off" deductions upon an employees: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) resignation by the employee from the Union or cancellation of the authorization for payroll deduction.

SECTION 6.6: The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

SECTION 6.7: The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

SECTION 6.8: The rate at which dues are to be deducted shall be certified in writing to the payroll clerk by the Union during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in the individual's dues deductions.

SECTION 6.9: Except as otherwise provided herein, each eligible employee's written authorization for dues deductions shall be honored by the Employer for the duration of this Agreement.

SECTION 6.10: A. It is agreed that all employees who do not join the Union or remain members in good standing shall be required to pay a fair share fee to the Union as a condition of employment. This obligation shall commence upon the successful completion of the probationary period or sixty (60) days following the beginning of employment, whichever is less, or sixty (60) days after the effective date of this Contract, whichever is later.

B. This provision shall not require any employee to become or remain a member of the Union, nor shall the contract service fee equal or exceed the dues paid by members of the Union in the same bargaining unit. The Union is responsible for notifying the Employer of the proportionate amount of its total dues and fees that were spent on activities that cannot be charged to the service fees of non-members during the preceding year. The amount of service fees required to be paid by each non-member employee in the unit (during the succeeding year) shall be the amount of the regular dues paid by employees in the unit who are members of the Union, less each non-member's proportionate share of the amount of the Union dues and service fees spent on activities not chargeable to such service fees during the prior year. If an employee challenges the propriety of the Union's use of such fee, deductions shall continue, but the funds shall be placed in an interest bearing escrow account until a resolution of the challenge is reached pursuant to the provisions of OCR 4117.09(C).

C. Fair share fees shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. Fair share fees shall be deducted in amounts determined by the Union in accordance with the provisions herein.

D. Fair share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deductions. The Employer shall provide the Union an alphabetical list of the names and addresses of each employee on whose account a fair share fee was deducted during the previous month including the amount of the deduction.

E. The Employer's obligation to deduct fair share fees is contingent upon the Union's fulfillment, on behalf of each non-member bargaining unit employee of each obligation established herein.

F. Both the Employer and the Union intend that this Article be lawful in every respect. If any court of last resort determines any provision of this Article is illegal, that provision alone, shall be void. Invalidation of any provision of this Article does not invalidate the remaining provisions. If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful, alternative provisions.

G. This Article does not waive any of the Employer's rights to seek judicial review of any of its provisions at any time.

H. The Union warrants and guarantees to the Employer that no provision of this Article violates the constitution or laws of either the United States of America or the State of Ohio. Therefore the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from the deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 7

GRIEVANCE PROCEDURE

SECTION 7.1: The term "grievance" shall mean all allegations by a bargaining unit employee or the Employer that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement.

SECTION 7.2: Except for the continued applicability of those subjects prohibited from negotiation by the provisions of Chapter 4117 of the Ohio Revised Code, no sections of the civil service laws contained in the Ohio Revised Code Chapter 124 shall 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.

SECTION 7.3: All grievances must be processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not submitted by the employee within the time limits provided herein shall be considered resolved based upon management's last answer. Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties.

SECTION 7.4: It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

> **STEP 1:** In order for an alleged grievance to receive consideration under this procedure, the grievant, with the appropriate Union Steward, if the former desires, must identify the alleged grievance to the Chief Deputy of Operations within three (3) work days of the employee's knowledge of the occurrence of the incident that gave rise to the grievance, but in no case later than fifteen (15) work days following the occurrence of such incident. The Chief Deputy of Operations shall investigate the alleged grievance and provide an appropriate answer to the employee within three (3) workdays following the date the Chief Deputy was presented the grievance.
>
> **STEP 2:** If the grievance is not resolved in Step 1, the employee with the appropriate Union Steward, if the former desires shall reduce the grievance to writing and shall, within five (5) work days following the Step 1 reply, refer the grievance to the Chief Deputy at Step 2 of the grievance procedure. The Chief Deputy and/or his designee shall have five (5) workdays in which to schedule a meeting, if he deems such necessary, with the aggrieved employee and his representative. The Chief Deputy and/or his designee shall investigate and respond in writing to the grievance within five (5)

workdays following receipt of the grievance or within five (5) workdays following the meeting if such meeting is deemed necessary.

STEP 3: If the grievance is not resolved in Step 2, the employee with the appropriate Union Representative, if the former desires, shall within five (5) work days following the Step 2 reply, refer the grievance to the Sheriff at Step 3 of the grievance procedure. The Sheriff and/or his designee shall have five (5) workdays in which to schedule a meeting, if he deems such necessary, with the aggrieved employee and his representative. The Sheriff and/or his designee shall investigate and respond in writing to the grievance within ten (10) workdays following receipt of the grievance or within five (5) workdays following the meeting if such meeting is deemed necessary.

STEP 4: ARBITRATION

If the grievance is not satisfactorily settled in Step 3, the Union may make a written request that the grievance be submitted to Arbitration. A request for Arbitration must be submitted within fifteen (15) workdays (Monday-Friday) following the date the grievance was answered in Step 3 of the grievance procedure. In the event the grievance is not referred to Arbitration within the time limits prescribed, the grievance shall be considered resolved based upon management' Step 3 reply.

Upon receipt of a request for Arbitration, the Employer or his designee and the Representative of the Union shall within ten (10) working days following the request for Arbitration, jointly agree to request a list of seven (7) impartial Arbitrators from the Federal Mediation and Conciliation Service. The parties may specify reasonable qualifications for those Arbitrators to be included on the list.

Upon receipt of the list of seven (7) Arbitrators submitted to the parties by the FMCS, the party requesting the Arbitration shall be the first to strike a name, the other party shall then strike a name, and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the Arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of Arbitrators provided by FMCS prior to the striking of any names, and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The Arbitrator shall hold the arbitration hearing promptly and issue his decision within a reasonable time thereafter. The Arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific Articles and/or sections of this Agreement in question. The Arbitrator's decision shall be consistent with applicable law. The Arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to or subtract from or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The Arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The Arbitrator shall be without authority to order any right or relief on the alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. The Arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or suspension, the Arbitrator shall have the authority to order modification of said discipline. In the event of a monetary award, the Arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the Grievance Procedure and shall also consider any other income earned by the employee during the retroactive period.

The question of arbitrability of a grievance may be raised by either party before the arbitration of the grievance on the grounds that the matter is non arbitrable or beyond the Arbitrator's jurisdiction. The first question to be placed before the Arbitrator will be whether or not the alleged grievance is arbitrable. If the Arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same Arbitrator.

Awards of the Arbitrator will be final and binding on both parties. Any cost of obtaining the list of Arbitrators, services and expenses of the Arbitrator, hearing room and the cost of the court reporter if one is requested, shall be borne equally by the Union and the Employer.

Expenses of any witnesses shall be borne by the party calling the witness.

SECTION 7.5: All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties.

1. Aggrieved employee's name and signature;

2. Aggrieved employee's classification;

A. Date grievance was first discussed and name of Supervisor with whom the grievance was discussed;

4. Date grievance was filed in writing;

5. Date and time grievance occurred;

6. The location where the grievance occurred;

7. A description of the incidence giving rise to the grievance;

8. Specific Articles and Sections of the Agreement violated;

9. Desired remedy to resolve the grievance.

SECTION 7.6: A grievance may be brought by any employee covered by this Agreement or by the Union Steward. Where a group of bargaining unit employees or the Union desire to file a grievance involving an incident affecting several employees in the same manner, one (1) employee or the Union Steward shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

SECTION 7.7: For purposes of this Article, workdays shall be defined as those days upon which the individual was scheduled to perform services for the Employer. In counting workdays at each Step of the Grievance Procedure, the parties agree to count the work days of the employee when the employee is the moving party and the work days of the Employer when the Employer is the responding party.

SECTION 7.8: In the event of a grievance filed by the Employer, the grievance shall be submitted to the Local Union Steward and the designated Union Staff Representative. The designated Union Staff Representative shall have five (5) workdays to respond to the grievance in writing. If the grievance is not resolved in this manner, it may be appealed by the Employer to the President of Local 908 within five (5) work days following the Union Staff Representative's reply. The President of Local 908 shall have five (5) workdays to reply to the grievance in writing. If the Employer is not satisfied with the response from the President of Local 908, the Employer may request that the grievance be submitted to arbitration in accordance with the procedures outlined herein.

ARTICLE 8

DISCIPLINE

SECTION 8.1: The tenure of every bargaining unit employee of the Van Wert County Sheriff Department shall be during good behavior and sufficient service. No employee shall be reduced in pay, suspended, or discharged, removed or otherwise disciplined, except for just cause. The Employer may discipline an employee for violations occurring while the employee is on duty, working under the colors of the Employer, or off duty representing him/herself as an employee of the Sheriff's Department. Forms of disciplinary action may include:

A. Verbal warning (time and date recorded).

B. Written reprimand.

C. Suspension without pay.

D. Discharge from employment.

SECTION 8.2: Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, or any other malfeasance, or nonfeasance in office, shall constitute just cause for disciplinary action.

SECTION 8.3: (A) Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner. (B) 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. Nothing in this Article shall prevent the Sheriff from immediately removing an employee from service if the employee's misconduct is such that continuation of service is detrimental to the operation of the Department, or the safety, health or welfare of other employees or the public.

SECTION 8.4: Whenever the Employer or his designee determines that an employee's conduct may warrant a suspension or termination, the employee shall be informed of the suspected employment misconduct prior to any investigative questioning by the Employer.

If, following investigation, the Employer believes disciplinary action (suspension or discharge) may be warranted, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. An employee may be represented at a pre-disciplinary conference by a Union Representative if he so chooses.

SECTION 8.5: When a member of the Sheriff's Department has been the subject of a non-criminal investigation which results in a disciplinary hearing, he or his designated Union Representative shall have the right to obtain a copy of any written statement he has made, or any recorded statement he has given, which are to be used in the disciplinary hearing provided he, or his representative makes a written request for such copy prior to the hearing. The employee and his designated representative shall be provided a reasonable time, (not less than 72 hours) after receiving the above items to review the materials prior to the disciplinary hearing.

SECTION 8.6: Any employee who is a suspect or the target of a criminal investigation, shall be afforded the same constitutional rights to which any other individuals are entitled.

SECTION 8.7: Only those disciplinary actions resulting in a loss of pay as well as demotion (whether with or without pay) may be appealed through the Grievance Procedure, and such disciplinary action and demotion shall not be otherwise appealable. However, an employee who receives a verbal warning, or a written reprimand shall have the right to appeal such action through the Grievance Procedure up to the Sheriff's level.

ARTICLE 9

PERSONNEL FILES

SECTION 9.1: Each employee may inspect the personnel file maintained by the Employer at any reasonable time, and shall, upon request, receive a copy of any documents contained therein. An employee shall be entitled to have a representative of his choice accompany him during such review.

SECTION 9.2: 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 his file. No anonymous material of any type shall be included in the employee's personnel file.

SECTION 9.3: Records of oral warnings and written warnings shall cease to have force and effect one (1) year from the date of issuance and shall, upon request of the employee, be removed from the personnel file, provided no intervening discipline has occurred. Any record of more severe discipline shall cease to have force and effect two (2) years from the date of issuance and shall upon the request of the employee, be removed from the personnel file provided no intervening discipline has occurred.

SECTION 9.4: The following items shall be considered public information available upon request to the Employer, from an employee's personnel file: annual salary, degree(s) held, areas of special certification, civil service status, and awards of commendation. All other documents in the personnel file shall be considered confidential and shall not be conveyed in any manner to any person or persons unless by court order, subpoena, or written permission of the employee.

Personal files shall be handled pursuant to law.

ARTICLE 10

SENIORITY

SECTION 10.1: Seniority as that term is used in this Agreement, is defined as an employee's length of continuous service with the Van Wert County Sheriff's Department as a full-time, communication officer. Seniority shall be computed from he employee's most recent date of hire. Seniority will be used for those purposes and to the extent as specified in the respective Articles of this Agreement.

SECTION 10.2: An employee shall lose his seniority for any of the following reasons:

A. Retirement

B. Resignation

C. Discharge unless the discharge is subsequently reversed upon appeal to a body of competent jurisdiction.

D. Absence from work for three (3) days or more without authorization from the Employer.

E. Layoff lasting more than twelve (12) months.

ARTICLE 11

PROBATIONARY PERIOD

SECTION 11.1: Every newly hired employee shall be required to successfully complete a probationary period. The length of the probationary period for any employee hired, as a communication officer, part-time or full-time shall be nine (9) months and shall begin on the first day for which the employee receives compensation from the Employer.

A newly hired probationary employee may be terminated any time within his/her probationary period and shall have no appeal through the Grievance-Arbitration Procedure. Benefits for newly hired employees shall become effective upon the completion of thirty (30) days employment.

SECTION 11.2: Upon successful completion of the probationary period, a newly hired employee's seniority shall be computed from the date of hire.

SECTION 11.3: Employees promoted to a different bargaining unit classification shall serve a probationary period of not more than ninety (90) workdays. Employees promoted to any position outside the bargaining unit, shall serve a probationary period as established by the Sheriff in compliance with applicable law. Any employee, who fails to successfully complete their promotional probationary period, shall be returned to their previously held classification without loss of seniority and at their previous rate of pay.

ARTICLE 12

LAYOFF AND RECALL

SECTION 12.1: Employees may be laid off as a result of lack of funds, lack of work or abolishment of a position. (Abolishment means the permanent deletion of a position or positions from the organizational structure of the Employer due to a lack of continued need for the position).

SECTION 12.2: When the Employer determines that a layoff or job abolishment is necessary, the Employer shall notify the employee in writing, stating the reason. If the layoff or job abolishment will exceed seventy-two (72) hours, delivery may be made by personal delivery at least five (5) days prior to the date of layoff, or placed in the mail at least seven (7) days prior thereto. Notice of a layoff of seventy-two (72) hours or less, shall be made by personal delivery as soon as possible. Upon request of the Union, the Employer agrees to discuss the impact of the layoff or job abolishment on covered employees.

SECTION 12.3: The Employer shall determine which classification(s) shall be abolished and/or laid off. Employees shall be laid off from the selected classification(s) in reverse order of their seniority with the least senior employee within the affected classification being laid off first.

SECTION 12.4: When two or more employees have identical hiring dates, using their most recent date of hire, such tie in seniority shall be decided by the flip of a coin, or by other mutually agreeable tie-breaking procedure.

SECTION 12.5: Employees who are laid off for more than seventy-two (72) hours, shall be placed on a classification recall list for the period of twelve (12) months from the date they were laid off. If a vacancy occurs within the employee's classification or the Employer decides to fill the position from which the employee was laid off, employees remaining on the list will be recalled to their previous classification in inverse order of their layoff provided they are still qualified and able to perform the job to which they are recalled. If the Employer deems such a recalled individual to be unqualified, at the request of the Union, he must set forth his reasons. Employees laid off for seventy-two (72) hours or less will be notified of their date for return at the time of layoff.

SECTION 12.6: The Employer shall send notice of recall to the employee by certified or registered mail to his last known address and provide the Union with a copy. A recalled employee shall have seven (7) calendar days following the date receipt of such notice, to notify the Employer of his intention to return to work, and shall have ten (10) calendar days following the date of mailing of such notice to report for duty, unless a later date is specified in the notice.

ARTICLE 13

JOB BIDDING

SECTION 13.1: When a vacancy occurs within the bargaining unit, which the Sheriff desires to fill, the following procedure shall be followed:

1. Job openings shall be posted on the bulletin board for five (5) workdays and by any other means deemed appropriate by the appointing authority.
2. Each announcement, insofar as practicable, shall specify the title, salary, nature of the job, the required qualifications, the deadline for application and the method and place of application.

3. During the five (5) work day posting period, the employee wishing to apply for the vacant position shall submit a written application to the appointing authority or designee.

4. It is understood that all promotional actions are at the discretion of the Employer. When a job is posted, the following practice will be observed:

> Skills, knowledge, and ability to perform the work will be the first consideration when awarding a job opening to a job bidder. When skills, knowledge, and ability are relatively the same in the judgment of the employer, then the employee with the greatest length of service in the County Sheriff's employment will be given first preference to fill the opening.

A. It is the policy of the Sheriff to train and develop entry level employees for higher level classifications, whenever possible. When job vacancies above entry level are to be filled, employees will be given every fair opportunity to apply for such vacancies before outside recruitment is utilized. However, if no current employee is deemed to be qualified for the vacant position by the appointing authority or designee, the job shall be filled through the selection of qualified outside job applicants. Outside job applicants will be recruited by any available means, including newspaper advertisements or employee referrals.

ARTICLE 14

SAFETY AND HEALTH

SECTION 14.1: The Employer and the Union agree that the safety and health of all employees are matters of importance and each will cooperate in an effort to prevent injury.

SECTION 14.2: The Union agrees that careful observance of safe working practices and Employer safety rules is a primary duty of all employees. The Employer agrees that there will be uniform enforcement of such rules against employees similarly situated within the bargaining unit without discrimination. Violation of Employer safety rules subjects the offending employee to disciplinary action.

ARTICLE 15

BULLETIN BOARDS

SECTION 15.1: The Employer agrees to provide space for bulletin boards in an agreed upon area of the facility for use by the Union. It is agreed that where, in the opinion of the Employer, bulletin boards are already available, the Employer may permit the Union use of said bulletin boards. However, the Employer shall not be obligated to purchase bulletin boards for the Union's use.

SECTION 15.2: All Union notices which appear on the bulletin boards shall be signed, posted and removed by an official of the Union during non-work time. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

A. Union recreational and social affairs

B. Notice of Union Meetings

C. Union appointments

D. Notice of Union elections

E. Results of Union elections

F. Reports of non-political standing committees and independent non-political arms of the Union, and

G. Non-political publications, rulings or policies of the Union.

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

H. Personal attacks upon any other member or any other employee.

I. Scandalous, scurrilous or derogatory attacks upon the administration.

J. Attacks on any employee, organization, regardless of whether the organization has local membership, and

K. Attacks and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

SECTION 15.3: No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on bulletin boards designated for use by the Union.

SECTION 15.4: The Employer or his designee, shall cause the immediate removal of any material posted in violation of this Article.

ARTICLE 16

HOURS OF WORK AND OVERTIME

SECTION 16.1: This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency, improving services, or from establishing the work schedules of employees. This Article is not intended to be used on the basis for computing overtime and shall not be construed as guarantee of work per day or week.

SECTION 16.2: The standard workweek for all full time employees covered by the terms of this Agreement shall be forty (40) hours. The work week shall be computed based on a work period from 12:01 A.M. on Saturday of each calendar week until 12 midnight the following Friday.

SECTION 16.3: Whenever an employee is required by the Employer to work more than forty (40) hours per week in a work period as defined in Section 16.2 above, he shall be paid overtime pay for all time worked in excess of forty (40) hours per work week pay period. Overtime pay shall be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly rate.

Employees shall have the option when working overtime, to either be paid the 1 ½ times rate, or to receive compensatory time off at the 1 ½ time rate. EXAMPLE: *4 hours overtime would be equal to 6 hours of compensatory time.*

A lid or total cap of up to 24 hours of compensatory time may be accumulated at one time by an employee. Once an employee chooses to bank compensatory time, then that time must be used as compensatory time.

Compensatory time off shall not be used in the computation of overtime within a pay period.

The employer has the right to fill the vacancy created by compensatory time use however the employer so chooses.

Compensatory time off use may be granted in the exercise of the employer's sole discretion and only upon written application submitted no less than 48 hours in advance of requested leave.

Approved vacation leave, approved personal leave, and approved sick leave hours used for bereavement shall be used to compute overtime. (Other sick leave hours shall not be used).

Bargaining units who have worked over eight (8) hours per day, but are unable to work their forty (40) hour week, due to a death in the family with approved sick time being taken, shall be compensated at the overtime rate. A death in the family shall be the only exception to the excess of forty (40) hours worked at the one and one-half (1-1/2) times rate.

SECTION 16.4: There shall be no pyramiding or compounding of overtime or premium payments.

SECTION 16.5: Whenever the Employer determines to offer overtime to bargaining unit employees, the Employer shall make a reasonable effort to equally distribute offerings of overtime among eligible qualified bargaining unit employees by shift. In the event any bargaining unit employee does not desire to work overtime offered by the Employer, the Employer may order any employees who are qualified to perform the work or to work the overtime.

SECTION 16.6: It is understood and agreed by the parties that when the Employer has determined that the operational needs of the department require overtime, any or all employees may be required to work overtime.

ARTICLE 17

SCHEDULING OF OVERTIME AND SPECIAL ASSIGNMENTS

SECTION 17.1: Scheduled compensated overtime is defined as that overtime which the Department schedules not less than fourteen (14) calendar days prior to the need for such overtime and for which, the individual working such overtime is paid a regular hourly rate.

SECTION 17.2: Scheduled overtime shall be posted two (2) weeks (14 days) in advance of when such overtime would occur. The full time bargaining employee would have one (1) week in which to sign the posting after which the Sheriff will assign as he desires. The schedule must be covered on both ends of the shift by a full time employee not leaving just four (4) hours to offer to the part time employee.

SECTION 17.3: No scheduled compensated overtime controlled by and/or assigned by the Sheriff's Department, including special assignments, shall be performed by individuals not employed within the bargaining unit unless such work is first offered to all regular full-time employees covered by this Agreement. This does not pertain to Auxiliary work details.

SECTION 17.4: Non-scheduled overtime remains within the discretion of the Employer.

SECTION 17.5: In the event a full time bargaining unit employee has gone on sick leave, which will extend more than one (1) week, the Employer may schedule any part time personnel to cover the absence of the full time employee after the first week has been offered to full time bargaining unit employees as in 17.2.

SECTION 17.6: When a regularly scheduled employee calls in they will not be able to report to work for a legitimate reason, they shall do so a minimum of two (2) hours prior to their assigned shift time, unless a proven emergency situation exists. The Employer shall then decide how that work vacancy shall be covered. (Reference 17.2).

ARTICLE 18

COURT TIME

SECTION 18.1: When an employee is required in the line of duty, to attend court or a court ordered function during hours outside his/her scheduled shift, he/she shall be compensated for such additional hours at the appropriate hourly rate (straight time or overtime) a provided in this Agreement, but for not less than two (2) hours at his regular straight time rate.

SECTION 18.2: An employee called into work at a time outside of his regularly scheduled shift, which call out does not abut his regularly scheduled shift, shall receive a minimum of two (2) hours compensation at the appropriate hourly rate (straight time or overtime), as provided in this Agreement.

SECTION 18.3: The employee's regular work schedule shall not be reduced later in the work week for the purpose of avoiding payment under this Article.

ARTICLE 19

SHIFT SCHEDULES

SECTION 19.1: The Employer agrees that when shift schedules are assigned, those assignments will continue for at least ninety (90) days. This does not preclude the Employer from changing schedules, should mitigating circumstances arise and operational requirements change. One (1) weeks' (7 days) notice will be given, prior to a change of shift. Employees will work the posted schedule and will have days off as the Employer schedules and which meets operational requirements of the department.

SECTION 19.2: An employee's shift schedule shall not be changed for disciplinary reasons.

SECTION 19.3: Communication Officers will be required to remain on station for the duration of their assigned shift. Each communication officer will need to make their own arrangements for any meals to be eaten during their shift within the break area of the department. Their response will be required during the duration of their shift, should an E-911 call come into the Sheriff's Department PSAP Unit.

ARTICLE 20

WAGES

SECTION 20.1: Part-time Communication Officers starting wage will be the first year step in progression.

SECTION 20.2: That longevity pay shall apply in the following manner for employees who have over five (5) years of continuous service with the Van Wert County Sheriff Department. Longevity shall commence at a rate of $50.00 per year upon completion of the 6th year of continuous service. A maximum of longevity pay per employee will be $1,200.00 per year. Longevity pay would be paid in a lump sum yearly on the first pay period of December. Should an employee work past their hire in anniversary and would resign, voluntarily terminate employment or retire, they shall receive their longevity payment at the time of their separation as long as the employee's separation is not due to criminal disciplinary termination or resignation due to disciplinary action, in which case the longevity payment would not apply.

Examples of above:

6 years of continuous service completed - payment of $50.00
10 years of continuous service completed - payment of $250.00

Wage increases will be effective at the beginning of each contract year.

	1st Yr.	2nd Yr.	3rd Yr.	4th Yr.	5th Yr.	6th Yr.
2012	$13.33	$13.87	$14.44	$14.95	$15.49	$18.30
2013	$13.73	$14.29	$14.87	$15.40	$15.86	$18.30
2014	$14.14	$14.72	$15.32	$15.86	$16.34	$18.30

*Employees at top pay will receive a Two Hundred Fifty Dollar ($250.00) bonus on April 21, 2013 and a Two Hundred Fifty Dollar ($250.00) bonus on April 20, 2014.

ARTICLE 21

HIGHER CLASSIFICATIONS

SECTION 21.1: Whenever a bargaining unit employee is specifically assigned by the Employer to temporarily work in a higher classification for a period of five (5) consecutive calendar days or more, they shall be compensated at the lowest rate established for such higher classification, for all hours he is assigned to such higher classification. All actions under this Article requires the prior approval of the Employer.

ARTICLE 22

HEALTH INSURANCE

SECTION 22.1 The Employer agrees to contribute the amounts listed below for the coverage provided under the Ohio Conference of Teamsters Health and Welfare Plan 6 PPO:

January 29, 2012	$215.00 per week
January 27, 2013	$232.00 per week
January 26, 2014	$251.00 per week

January 29, 2012	Employee Share	$10.00 per week
January 27, 2013	Employee Share	$15.00 per week
January 26, 2014	Employee Share	$20.00 per week

Should the rates increase January 25, 2015, the employees shall be required to contribute additional amounts to cove the increase.

SECTION 22.2 The Employers' obligation to make contributions to said Fund shall be governed by the following provisions:

A. For all full-time employees in the bargaining unit covered by the collective bargaining agreement with one hundred twenty (120) days or more of service who perform any work in any given work week (except as noted below).

Any day for which an employee received compensation from the Employer in accordance with the provisions of the collective bargaining agreement shall be considered the same as a day worked.

B. Vacations-contributions shall be paid for the week or weeks an employee is absent from active duty due to being on vacation for which he is eligible and for which he is paid in accordance with the provisions of the collective bargaining agreement.

C. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the necessary contributions on his behalf to the Ohio Conference of Teamsters and Industry Health and Welfare Fund Plan #6 PPO for a period of twelve (12) weeks. If an employee is injured on the job the Employer shall continue to pay the required contributions until such employee returns to work.

However, such contribution shall not be paid for a period of more than six (6) months.

D. The Company agrees to make premium contributions on behalf of laid off employees for the month of the layoff.

SECTION 22.3

A. It is mutually understood and agreed that the provisions of any plan document or contract, rules and regulations established by the Trustees, rules of eligibility and terms of any trust agreement shall become a part of this Agreement as though fully rewritten herein and specific references made to all of the above, and all parties to this Agreement, including beneficiaries and covered members shall be and are bound hereby.

B. All monies paid into the Fund shall be used by the Trustees for the purpose of the purchase of group insurance benefits for employees and their dependents who may qualify under the Plan, including but not limited to life insurance, accidental/death and dismemberment benefits, disability benefits, hospitalization, surgical and medical expense, in such manner and amounts as the said Trustees in their sole discretion may determine. All reasonable expenses to be incurred in the creation of and the administration of the Plan shall be deemed a proper charge against the Fund.

C. The provisions of the Health and Welfare Plan covered by said Fund are subject in all respects to the provisions of the Labor Management Relations Act of 1947, and any other applicable laws and regulations, including insurance laws of the State of Ohio.

D. If at any time during the term of this Agreement, or any renewal or amendment thereof, there should be enacted any federal or state laws or regulations requiring the Employer to secure, provide or pay for insurance or welfare benefits or coverage of the type being provided by the Fund to the employees covered hereunder, it is understood that the aforesaid plan of benefits provided by the Fund may have to be varied in compliance with such new law. If such law

does not permit the Fund to assume and discharge the Employer's obligation, the Employer may, upon thirty (30) days written notice to the Union, reopen this Agreement solely for the limited purpose of reviewing the amount of contributions to the Fund.

Contribution shall be due and payable no later than the tenth (10th) day of the month following the month in which work is performed and shall be delinquent if not received by the Fund office by the twentieth (20th) day of the month following the month in which work is performed. The Employer agrees that the Fund may, from time to time perform payroll audits of the Employer's contributions and reports. Employers who are delinquent also must pay all attorney fees and costs of collection.

ARTICLE 23

LIABILITY INSURANCE

SECTION 23.1: The Employer agrees to provide liability insurance protection covering all personnel within the bargaining unit. The Employer shall pay the full premium cost for such insurance. The minimum liability coverage for each employee shall be one million dollars ($1,000,000.00)

ARTICLE 24

EQUIPMENT/UNIFORMS

*For purchases beginning January 1, 2006

SECTION 24.1: Each Bargaining Unit employee shall receive four hundred dollars ($400.00) on January 1st through December 31st of each calendar year. Uniforms charged to the Department. Officers are responsible to secure department uniform apparel, not to exceed allowance. Officers are to turn in their uniform receipts to the Sheriff's designee for recording purposes.

Each bargaining unit employee will maintain at least two (2) uniforms in the event a uniform is damaged or soiled. Employees will be required to wear the uniforms as designated by the Employer whenever reporting for duty. The Employer shall furnish the communications officer badge (one to each employee), also one nametag furnished. This required uniform will be worn on a day-to-day basis by all employees covered by this Agreement. The mentioned badge and nametag will be replaced by the Employer whenever they are worn out. The employees agree to maintain uniforms that are proper in appearance at the Employer's discretion.

Approved uniform items including but not limited to:

-Uniform Pants
-Uniform Shirt
-Shoes
-Coat
-Belt
-Uniform Patches
-Collar Brass
-Badge
-Name Bar

SECTION 24.2: In the event of damage to prescription eye glasses (including frames), contact lenses or dentures, while performing authorized emergency duty, the Employer shall reimburse the employee for the actual cost or repair/replacement. The employee shall file a claim with worker compensation and any reimbursement received therefrom shall be remitted to the Employer.

ARTICLE 25

HOLIDAYS

SECTION 25.1: All full-time bargaining unit employees shall be entitled to the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Birthday	½ day Good Friday

The Birthday Holiday shall be taken off by the employee as it falls on the calendar. In the event the birthday falls on the employee's scheduled day off, then the employee shall take the first scheduled day off back to work following the birthday. Birthday Holidays shall be at the regular rate of pay for all bargaining unit employees.

Holidays shall be observed as they appear on the calendar.

SECTION 25.2: Any full-time employee not required to work on the recognized holiday, shall receive eight (8) hours pay at their regular hourly rate for such holiday observed on his day off, regardless of the day of the week such holiday is observed. Receive four (4) hours pay for Good Friday.

SECTION 25.3: Employees required to work on a day observed by he Employer as a recognized holiday, shall receive their regular pay for the day observed as a holiday, plus be paid at the rate of two (2) times (double time) their regular hourly rate of pay for each hour actually worked on the holiday.

SECTION 25.4: To qualify for holiday pay, an employee must work his/her last scheduled shift prior to a holiday, and the first subsequent shift after the holiday.

ARTICLE 26

PERSONAL ABSENCE DAYS

SECTION 26.1: Personal absence days may be earned as follows:

If an employee does not exceed eight (8) hours of sick time per four (4) month period, then one (1) personal absence day is earned.

January, February, March, April	1 day
May, June, July, August	1 day
September, October, November, December	1 day

Personal absence days earned then must be taken within the next four (4) month period following the time period earned, or they will be lost.

The exception to the eight (8) hours of sick time use, if sick time is approved for funeral leave, then the employee shall not lose their personal day.

Employees will receive one (1) paid day per four (4) month period for which the employee did not use more than eight (8) hours sick leave.

SECTION 26.2: Personal absence days with pay may be granted in the exercise of the Employer's sole discretion and only upon written application submitted to the employee's immediate supervisor not less than forty-eight (48) hours in advance of such requested leave.

SECTION 26.3: Personal absence days will only be permitted when the Employer's operational requirements so permit. Personal absence days are not to be carried over from year to year.

ARTICLE 27

VACATION

SECTION 27.1: Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service as follows:

1. Less than one (1) year of continuous service with the Van Wert County Sheriff's Department completed:

NO VACATION

2. One (1) year, but less than eight (8) years of continuous service completed with the Van Wert County's Sheriff's Department:

80 HOURS

3. Eight (8) years, but less than fifteen (15) years of continuous service completed with the Van Wert County Sheriff's Department:

120 HOURS

4. Fifteen (15) years, but less than twenty (20) years of continuous service completed with the Van Wert County Sheriff's Department.

160 HOURS

5. Twenty (20) years of continuous service completed with the Van Wert County Sheriff's Department:

200 HOURS

SECTION 27.2: Vacation is credited each biweekly pay period at the following rates:

1. For those entitled to eighty (80) hours annual vacation: 3.1 hours per pay period.

2. For those entitled to one hundred and twenty (120) hours annual vacation: 4.6 hours per pay period.

3. For those entitled to one hundred and sixty (160) hours annual vacation: 6.2 hours per pay period.

B. For those entitled to two hundred (200) hours annual vacation: 7.7 hours per pay period.

SECTION 27.3: The Employer will schedule employee's vacation time off as the operational needs of the department permit. A vacation calendar shall be posted in the department in January of each year to allow employees to indicate their vacation preferences prior to May 1 of each year. If, prior to May 1, two (2) or more employees request the same vacation dates, the Employer will give preference to the more senior employee, providing the department would not be adversely affected. After May 1, vacation will be granted on a first request basis as the operational needs of the department permit.

SECTION 27.4: Vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment, except that the Employer may permit employees to carry over unused vacation times upon written request from the employee.

SECTION 27.5: Each employee who separates from active service with the Van Wert County Sheriff's Department shall be paid for all unused vacation leave. In the case of a death of an employee, such unused vacation leave shall be paid to his estate.

SECTION 27.6: Full time employees who are in active pay status less than the normal schedule during a given pay period will accumulate vacation at a rate equal to that percentage of the pay period they were actually in active pay status.

SECTION 27.7: Vacation pay may be taken in not less than one (1) day increments.

ARTICLE 28

SICK LEAVE

SECTION 28.1: Each full-time bargaining unit employee shall accrue 4.6 hours of sick leave credit for each eighty (80) hours in active pay status and may accumulate up to a maximum of fifteen (15) sick leave days per calendar year. All unused sick leave may be accumulated and carried over from one calendar year to another without limit. Sick leave credit shall not accrue during any period the employee is not being compensated by the Employer. Advance use of sick leave shall not be granted.

SECTION 28.2: Employees shall be entitled to sick leave accumulated while in he employment of the Van Wert County Sheriff's Department.

SECTION 28.3: Sick leave may be granted to an employee, upon approval by the Employer for the following reasons:

(a) Illness, injury, or pregnancy-related conditions of the employees.

(b) Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.

(c) Death of a member of the employee's immediate family. Such usage shall be limited to a reasonable and necessary period of time, prior to and including the date of the funeral. If circumstances warrant, the Employer may approve additional time following the date of the funeral, however, the total number of sick leave days used for funeral leave shall not exceed five (5) days.

A. Illness, injury, surgery or pregnancy-related condition of a member of the employee's immediate family which requires the presence of the employee will require a physician's statement of the necessity of the employee's presence. In lieu of a physician's statement, an employee shall not be granted sick leave payment.

Funeral leave does not constitute an occurrence.

If, within a six (6) month period, there are in excess of three (3) occurrences of sick leave use in lieu of a doctor's slip, the employee will automatically be required to take a polygraph test (at no cost to

the employee) as to the legitimate use of sick leave use, any occurrence with a doctor's slip (excuse) does not count against the employee.

An occurrence can be one (1) day or any amount of consecutive days, as long as the absence pertains to the same illness or injury.

For purposes of this Section "Immediate Family" shall be defined as the employee's father, mother, spouse, child, brother, sister or step children, in regards to sick leave usage for an illness or injury in the immediate family. Sick leave may be used as funeral leave in the event of the death of the employee's father, mother, spouse, child, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, spouse's grandparents, or other person who stands in place of a parent (loco parents). Aunts and uncles shall be included for funeral leave only.

The Employer maintains the right to investigate any employee absences.

SECTION 28.4: Sick leave shall be charged in minimum units of one-half (1/2) days. An employee may use sick leave only for regularly scheduled work days and may not use sick leave for any extra or overtime hours the employee may be scheduled to work.

Employees absent on sick leave shall be paid at the same basic hourly, daily, or biweekly rate as when they were working.

SECTION 28.5: When an employee is unable to report to work, he shall notify his immediate supervisor or other designated Employer representative not less than two (2) hours prior to his scheduled starting time. The employee shall notify the Employer on each day of absence unless the employee makes other advance arrangements with his supervisor.

SECTION 28.6: Any employee requesting sick leave shall be required to furnish a standard written signed statement or other documentation as requested by the Employer to justify the use of sick leave. Sick leave shall not be paid until such documentation has been submitted and the leave approved by the Employer. The employee shall be required to furnish a physician's statement for an absence of more than two (2) days. Falsification of the written signed statement, or altering the physician's certificate, will be grounds for disciplinary action up to and including dismissal.

The employee will submit to such medical examination, nursing visit or other inquiry which the appointing authority deems necessary. The appointing authority shall approve or disapprove sick leave requests on a case by case basis, and only for appropriate reasons.

SECTION 28.7: The Employer may require an employee to take a physical or mental examination by a licensed physician at any time to determine the employee's capability to perform the duties of his position. If found not qualified, the employee may be placed on sick leave or disability retirement to the Public Employees Retirement System. In the event there is a conflict between the opinion by the Employer, the parties and the physician selected by the Employer, the parties shall mutually select a third physician to examine the employee. The Employer may require the employee to submit to a polygraph examination for sick leave use, whenever the Employer feels the sick leave use is not legitimate.

SECTION 28.8: Vacation leave may be used at the election of the employee for sick leave purposes after sick leave is exhausted. Employees who have exhausted all available and authorized paid leave credits may, at the discretion of the appointing authority be granted a disability leave of absence without pay as specified in the appropriate Article of this Agreement.

SECTION 28.9: Upon retirement from active service following ten (10) years of active service with the Van Wert County Sheriff's Department, an employee shall be entitled to receive one-fourth (1/4) of his/her accumulated sick leave balance up to the following maximums:

10	-	20 years of service	30 days
20	-	24 years of service	45 days
25 years or more			60 days

ARTICLE 29

ON-THE-JOB INJURY

SECTION 29.1: Bargaining unit employees who are injured in the line of duty and must leave work before completing their work day shall be paid at their regular rate of pay, for the period of absence not to exceed the balance of time left in their scheduled work day. If an employee is injured while working overtime, overtime pay ceases at the time of the injury.

SECTION 29.2: An employee injured in the line of duty and who makes application for worker's compensation payments, may elect to use his accrued sick leave in accordance with County policy, prior to receiving payments from Workers Compensation. Employees shall sign an agreement directing all workers compensation payments to the County as reimbursement for such payments and shall have a proportionate amount of their sick leave recredited upon receipt of the workers compensation payments by the County. Payment of injury leave in this manner shall not exceed twelve (12) weeks for each injury authorized for payment by the Bureau of Workers Compensation.

SECTION 29.3: Employees are prohibited from receiving payment for sick leave while simultaneously receiving payment from Workers Compensation.

ARTICLE 30

MILITARY LEAVE

SECTION 30.1: **ACTIVITY DUTY:** A full-time bargaining unit employee who is drafted or called for active duty in the Armed Forces of the United States, Coast Guard, Public Health Service, or Civil Defense, or is drafted in the Merchant Marine Service, shall, in accordance with applicable law, be entitled to re-employment after honorable discharge under honorable conditions from such services, provided the employee is physically and mentally able to do the work required and reports for work within ninety (90) days of such discharge, or within ninety (90) days after he/she is released from hospitalization continuing after discharge for a period of not more than one (1) year. He/she shall be employed in the same position or s similar position to the one held at the time of entry into the Armed Forces. All salary adjustments or position upgrades occurring during the employee's absence shall be granted the employee upon reinstatement. In the event his/her former job no longer exists, he/she shall be employed in such capacity for which he/she is qualified at a salary comparable with that he/she formerly received.

SECTION 30.2: **RESERVE TRAINING:** A full-time bargaining unit employee who is member of a reserve military organization of the United States or a member of the National Guard of the State, and who attends regularly scheduled military reserve training, will be given necessary time off without loss of pay for such training for a period not to exceed one hundred and seventy-six (176) hours in any one calendar year.

SECTION 30.3: Military leave is governed by Chapter 5903 and Section 124.29 of the Ohio Revised Code. In general, any employee with more than ninety (90) days tenure who voluntarily or involuntarily enters any of the Armed Forces of the United States, shall be granted military leave of absence without pay. If not accepted for active duty, the employee shall be reinstated to his/her former position without loss of seniority or status or reduction in pay. Employees who complete their active duty obligation (without voluntarily re-enlisting or extending that obligation) are entitled to their previous county position within thirty (30) days of their written request.

SECTION 30.4: The maximum number of hours for which payment shall be made to any employee under this Article in any one calendar year is one hundred and seventy-six (176) hours. In determining an employee's rate of pay while on military reserve training to avoid any loss of pay, the employee shall be paid the difference in money between his regular rate of pay as provided by this Agreement and his military pay for such period.

SECTION 30.5: Employees shall submit to the Employer an order to duty or statement from the appropriate military commander as evidence of such duty in order to receive payment under this Article. There is no requirement that the service be in one continuous period of time.

ARTICLE 31

UNPAID DISABILITY LEAVE

SECTION 31.1: A physically incapacitated employee who has exhausted his/her accumulated sick leave, vacation or other authorized paid leave, may request up to six (6) months of unpaid disability leave. Such request shall be granted by the Employer upon submission, by the employee, of satisfactory evidence that the employee is physically unable to perform the duties of his/her position.

SECTION 31.2: A disability leave may be extended for an additional six (6) months, upon the approval of the Employer, if the employee can present evidence as to his/her continuing disability and probable date of return during the extension period.

SECTION 31.3: A request for disability leave shall be submitted in writing, with supporting evidence attached. The request will be reviewed by the Employer on a case by case basis. The Employer may require that the employee be examined by a licensed physician designated by the Employer prior to approving a disability leave.

SECTION 31.4: The employee shall have reinstatement rights following a disability leave for a maximum period of one (1) year following the date the employee was first granted disability leave. The employee shall be reinstated to the same or similar position within thirty (30) days after making written application and passing a medical examination showing full qualifications to perform the duties of the position. The examination shall be conducted by a physician designated by the Employer, its cost shall be paid by the employee. If continuing disability precludes reinstatement, the employee may wish to apply to the Public Employees Retirement System for disability retirement.

SECTION 31.5: Any appointment made to a position vacated by an employee on disability leave will be on an interim basis, and such employee must be made aware of its temporary nature. Should the employee returning from disability leave be reinstated to another position, the interim appointment may be made permanent, at the discretion of the Employer.

SECTION 31.6: Any employee who does not return from disability leave at the expiration of such leave, formally resign, or take a disability retirement, shall be automatically terminated form employment with the Employer.

SECTION 31.7: Employees, while on disability leave, may continue to receive group hospitalization insurance coverage provided the employee pays for all cost involved in providing such benefit.

ARTICLE 32

PERSONAL LEAVE OF ABSENCE WITHOUT PAY

SECTION 32.1: Upon written request of a permanent employee, the Employer may grant an employee a personal leave of absence without pay.

The maximum duration of a leave without pay for personal reasons of the employee shall not exceed sixty (60) days.

SECTION 32.2: The authorization of a personal leave of absence without pay is solely a matter of administrative discretion, and each request shall be decided by the Employer based upon its own merits.

SECTION 32.3: Upon returning from personal leave of absence, the employee shall be placed in his/her original position, or another position at a similar level of responsibility with the same pay rate should the original position be abolished and the employee possesses sufficient seniority in accordance with the layoff procedure to return.

An employee who fails to return to work at the completion of a leave of absence without an acceptable explanation to the Employer, shall be automatically terminated from employment with the Employer. Upon returning from a personal leave of absence, the employee shall be placed in his/her original position with the Employer placing the employee on a shift to meet operational requirements of the department or open position that the personal leave of absence created within the department.

SECTION 32.4: An employee who has received an authorized leave of absence without pay does not earn any benefits during the period considered in determining length of service for purposes where seniority is a factor.

SECTION 32.5: If it is determined that an employee is abusing the leave of absence, or not actually using the leave for the purpose specified, the Employer can cancel the leave and provide the employee with a written notice directing the employee to report for work. Such employee shall also be subject to discipline.

ARTICLE 33

FAMILY AND MEDICAL LEAVE

SECTION 33.1: Each bargaining unit employee shall be entitled to up to twelve (12) work weeks of family and/or medical leave during any twelve (12) month period in accordance with the Family & Medical Leave Act of 1993 and the regulations promulgated thereunder.

SECTION 33.2: In order to be eligible for family and medical leave, a bargaining unit employee must have been employed by the Employer at least twelve (12) months and have been employed for at least one thousand two hundred and fifty (1,250) hours during the twelve (12) month period immediately preceding the commencement of the leave.

SECTION 33.3: Family and medical leave shall be granted for any of the reason(s) set forth in the Family and Medical Leave Act of 1993.

A. An employee requesting a family or medical leave shall submit the request in writing on the form(s) required by the Employer.

B. The Employer shall use the form developed by the Department of Labor for obtaining medical certification from health care providers.

C. In the event the Employer has reason to doubt an employee's medical certification the Employer may require the employee to obtain a second opinion at the Employer's expense.

(i) If the opinions of the employee's and Employer's health care providers differ, the employee shall be required to obtain certification from a third health care provider selected by the employee's and Employer's health care providers.

(ii) The third opinion shall be final and binding.

A. The cost(s) of the third opinion shall be paid by the Employer.

SECTION 33.4: During a family or medical leave, the Employer must maintain the employee's health and welfare coverage on the same conditions as coverage would have been provided if the employee had been continuously employed.

SECTION 33.5: The Employer will require that paid leave taken, which is FMLA qualifying, will be counted as FMLA leave.

A. An eligible employee may choose to substitute paid leave for FMLA leave in situations where the Employer would normally allow paid leave.

SECTION 33.6: An employee requesting family or medical leave to care for the serious health condition of a parent, spouse, or child or because of a serious health condition that makes the employee unable to perform the functions of the employee's job shall be allowed to take intermittent or reduced scheduled leave.

SECTION 33.7: Upon return from a family or medical leave, the employee shall be returned to the original or equivalent position the employee held when leave commenced.

SECTION 33.8: The Employer may promulgate and implement reasonable rules for the administration of the leave(s) required by this Article.

A. Any such rules shall be consistent with the regulations promulgated under the Family and Medical Leave Act of 1993.

ARTICLE 34

NO STRIKE/NO LOCKOUT

SECTION 34.1: The Employer and the Union recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public, and that this Agreement provides machinery for the orderly resolution of grievances. Therefore, the parties agree that:

A. During the term of this Agreement, the Union shall not, for any reason, authorize, cause, engage in, sanction, or assist in any sick call work stoppage, strike, sympathy strike, slowdown, or any other concerted activity which would interrupt the operations or services of the Employer during the life of this Agreement.

B. During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit employees unless those employees shall have violated Section 35.1 of the Article.

SECTION 34.2: In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 35.1 (A) of this Article, are subject to discipline or discharge by the Employer. Disciplinary action taken in accordance with the provisions of this Article shall not be subject to the Grievance Procedure contained in this Agreement.

SECTION 34.3: In the event of any violation of Section 35.1 (A) of this Article, the Union shall promptly do whatever it can to prevent or stop such unauthorized acts, including, but not limited to, preparing of and delivering to the employees a letter addressed to the employees stating "the strike action is not sanctioned and all employees should return to work immediately" signed by the Union Representative.

SECTION 34.4: Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 35

WAIVER IN CASE OF EMERGENCY

SECTION 35.1: In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the county Commissioners, the Sheriff, or the Federal or State Legislature, such as Acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer.

A. Time limits for the processing of grievances, and

B. Selected work rules and/or agreements and practices relating to the assignment of employees.

SECTION 35.2: Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure of this Agreement and shall proceed from the point in the Grievance Procedure to which they, the grievance(s) had properly progressed, prior to the emergency.

ARTICLE 36

SEPARABILITY

SECTION 36.1: This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. If a court of competent jurisdiction finds any provisions of this Agreement to be contrary, to any statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect. Where this Agreement makes no specification about a matter, the public Employer, and public employees are subject to all applicable state or local laws or ordinances pertaining to the wages, hours, and terms and conditions of employment for public employees.

SECTION 36.2: The parties agree that should any provision of this Agreement be found to be invalid, that they will schedule a meeting within thirty (30) days at a mutually agreeable time to discuss alternative language on the same subject manner.

ARTICLE 37

COMPLETE AGREEMENT

SECTION 37.1: The provisions of this Agreement constitute the entire Agreement between the Employer and the Union, and all prior Agreements, practices, and policies, either written or oral are hereby canceled with the exception of the Employer's policy and procedure manual, which remain in full force. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to be covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either/or both parties at the time they negotiated and signed this Agreement.

ARTICLE 38

DURATION

SECTION 38.1: This Agreement shall be effective and remain in full force and effect from April 22, 2012 through April 18, 2015.

SECTION 38.2: If either Party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt.

IN WITNESS WHEREOF, the Parties have hereunto placed their signatures this 3rd day of April, 2012 expressing acceptance of the terms and conditions herein.

VAN WERT COUNTY COMMISSIONERS:

Stan D. Owens
VAN WERT COUNTY SHERIFF

TEAMSTERS UNION LOCAL 908

Brian VanMeter

Rodney W. Snow

APPROVED AS TO FORM:

GENERAL INFORMATION

Teamsters Local Union No. 908
P.O. Box 1806
800 St. Johns Ave.
Lima, OH 45802

Phone: (419) 229-5080
Fax: (419) 229-3721

Monday - Friday 8:00 a.m. to 4:00 p.m

Monthly General Membership Meetings are held on the 2nd Saturday of every month, except June, July & August, at the Local Union Hall starting at 11:00 a.m.

If you leave employment for ANY REASON while you are a Local No. 908 Union member, it is YOUR RESPONSIBILITY to obtain a withdrawal card to remain in good standing with the Union.

To obtain a withdrawal card or Transfer card, be sure to contact the Union Hall IMMEDIATELY. Your dues must be paid through the current month to obtain a withdrawal card or a transfer card. Any member three (3) months in arrears in dues, shall automatically stand SUSPENDED at the end of the third (3rd) month.

Suspension subjects you to a re-initiation fee if you return to work.

INSURANCE INFORMATION:

Ohio Conference of Teamsters & Industry
Health and Welfare Fund (OCT)
435 S. Hawley St.
P.O. Box 4216
Toledo, OH 43609

(800) 523-8467