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AGREEMENT

BETWEEN THE

HARDIN COUNTY SHERIFF'S OFFICE

~DEPUTY SHERIFFS AND SERGEANTS~

AND THE

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

**JANUARY 1, 2013
THROUGH DECEMBER 31, 2015**

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ARTICLE 1 PREAMBLE

Section 1.1 This Agreement is made by and between the Hardin County Sheriff's Office (hereinafter "Employer" or "Sheriff's Office") and the Ohio Patrolmen's Benevolent Association. (Hereinafter "Union") in relation to the terms and conditions of employment as set forth in this Agreement for bargaining unit members of the unit covered by this Agreement.

ARTICLE 2 RECOGNITION

Section 2.1 Inclusions. The Employer recognizes the Ohio Patrolmen's Benevolent Association as the sole and exclusive representative for all full-time employees who work full time in the classification of deputy sheriff as certified in SERB Case No. 03-MED-03-0316 and all full-time employees who work in the classification of sergeant as certified in SERB Case No. 03-MED-03-0317.

Section 2.2 Exclusions. All employees employed in classifications not listed in Section 1, including but not limited to: part-time employees, management level employees, professional employees, supervisory employees, confidential employees, seasonal and casual employees, all other employees excluded by the Ohio Collective Bargaining Act, and all other employees are specifically not included in the bargaining unit described in Section 2.1 above.

ARTICLE 3 REPRESENTATION\BULLETIN BOARDS

Section 3.1 Employee Representatives. The Employer agrees to recognize two employee union representatives for the bargaining unit for the purpose of processing grievances and representing employees pursuant to the provisions of this Agreement. The Union will notify the Sheriff in writing of the names of all officers and representatives of the bargaining unit and of any changes which may occur. Except as specifically set forth in this Agreement, employee representatives may not conduct Union business on County time.

Section 3.2 Union Representatives. The non-employee representative(s) of the Union shall be admitted to the Employer's facility for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement, upon approval of the Employer or his designee. The Employer or his designee shall facilitate any necessary contact between the representative and an on-duty bargaining unit employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

Section 3.3 Bulletin Boards/Inappropriate Material. The Employer shall provide bulletin board space for use by the employees in the bargaining unit at a mutually agreed upon location in the facility for the exclusive use by the Unit for the purpose of

posting materials. Material posted on the bulletin board shall relate only to the union meetings, union appointments, elections, social events, and reports affecting the employees in the bargaining units.

No partisan or nonpartisan political announcements, posters, stickers, pins, buttons or any other campaign materials shall be posted or placed on the bulletin board. Materials of a derogatory or unprofessional nature shall be removed from the bulletin board.

ARTICLE 4 CONFLICT AND AMENDMENT

Section 4.1 Conformity to Law. The parties intend this Agreement to supersede and replace any state and local laws on the subjects covered by this Agreement. Where this Agreement makes no specification about a matter, the provisions of applicable law shall prevail. If, by operation of law, or by a court of competent jurisdiction, it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

Section 4.2 Revision of Invalid Provisions. The parties agree that should any provision of this Agreement be found to be invalid, they will attempt, upon written request from either party, to negotiate replacement language on the same matter within thirty (30) days.

Section 4.3 Amendments to Agreement. Amendments and modifications of this Agreement may only be made by mutual written agreement of the parties to this Agreement, subject to ratification by the Union and County.

ARTICLE 5 DUES DEDUCTION

Section 5.1 Dues Deduction. The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all membership dues required by the Union. The Union will notify, in writing, the Sheriff and County Auditor annually of the dues it charges and its current membership. The Union will update membership information as needed. Employees shall submit a written authorization for dues deductions.

Section 5.2 Indemnification. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of provisions of this Article, and 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 pursuant to this Agreement. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The parties agree and understand that if an employee(s) files an action(s) against the County and/or Union regarding the deductions made under this Article, the deductions shall cease immediately.

Section 5.3 Submission of Dues to Union. All dues collected shall be submitted to the Union, to the person designated in writing by the Union.

ARTICLE 6 NO STRIKE-LOCKOUT

Section 6.1 No Strike. The Union will not authorize, instigate, aid, condone or engage in a strike, work stoppage, slowdown or other withholding of services. Further, no employee in the bargaining unit shall authorize, instigate, aid, condone or engage in a strike, work stoppage, slowdown, sympathy strike, or other withholding of services. In the event of a violation of this section, the Union will affirmatively act to require employees to return to work and fully perform their duties. Notice of violation of this Article may be given to any union representative or employee representative or officer of the Union. The Union recognizes that employees who violate this section may be subject to disciplinary action up to and including immediate discharge.

Section 6.2 No Lockout. During the term of this Agreement the Employer shall not lock out any member of the bargaining unit.

ARTICLE 7 APPLICATION OF CIVIL SERVICE LAW

Section 7.1 Application of Civil Service Law. Except as otherwise expressly provided in this Agreement or specifically excepted from the scope of collective bargaining by the provisions of Ohio Revised Code Chapter 4117, civil service laws contained in Ohio Revised Code Chapter 124, sections 124.01 through 124.56, and Revised Code Section 325.17 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 8 WAIVER IN CASE OF EMERGENCY

Section 8.1 Suspension of Agreement. In the event of any riot, civil disturbance, catastrophe, natural disaster, or other disastrous occurrence as determined by the Sheriff, all provisions of this Agreement may be suspended, except those provisions establishing rates of compensation.

Section 8.2 Time Limits. Any disastrous or emergency event shall, however, be deemed to have ended no later than forty-five (45) days after the date of suspension of the Agreement, and re-implementation of the Agreement will immediately begin.

Section 8.3 Grace Period Following Emergency. Once such disaster or emergency event has ceased, there shall be a grace period, not to exceed thirty (30) days, in which all suspended terms of this Agreement shall be re-implemented.

Section 8.4 Written Declaration of Emergency. An emergency that is declared by the Sheriff to effect this Agreement as set forth in this Article, shall be a written declaration signed by the Sheriff and with the effective date of such emergency.

ARTICLE 9 MANAGEMENT RIGHTS

Section 9.1 General Work Rules. Except to the extent modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all of its legal rights to manage the operations of the Sheriff's Office, Hardin County, Ohio. The rights of the Employer shall include, but shall not be limited to its right to establish, change or abolish policies, practices, rules, or procedures for the conduct of the Sheriff's Office, its employees and its service to the citizens of Hardin County, Ohio, consistent with the provisions of this Agreement.

Section 9.2 Management Rights. The Employer's exclusive rights shall include, but shall not be limited to the following, except as expressly limited by the terms and conditions set forth in this Agreement:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the office, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, supervise, evaluate, retain, layoff and recall;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted including the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- E. Suspend, discipline, demote or discharge for just cause, or transfer, assign, schedule, or retain employees and to layoff employees from duty due to the lack of work or lack of funds or abolishment of positions;
- F. To determine the size, composition and adequacy of the work force, to establish, alter and change work schedules, to establish, modify, consolidate and to determine staffing patterns, including, but not limited to, the assignment of employees, qualifications required and areas worked;
- G. Determine the overall mission of the Sheriff's Office as a unit of government;
- H. Take actions to carry out the mission of the Sheriff's Office as a governmental unit;
- I. Effectively manage the work force;
- J. The right to select and determine the number and types of employees required, including the right to select, hire, promote, transfer, evaluate, and to assign such work to such employees in accordance with the requirements determined by the Employer;
- K. The right to establish work schedules and assignments and to determine the necessity for overtime and the amount and assignments required thereof;
- L. To promulgate and enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management;
- M. The right to maintain the security of records and other pertinent information;

- N. The right to determine and implement necessary actions in emergency situations;
- O. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and the standards of quality and performance to be maintained; and,
- P. The right to determine the Sheriff's Office goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.

Section 9.3 Reserved Rights. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the rights and responsibilities of the Employer.

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

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

ARTICLE 10 LABOR-MANAGEMENT COMMITTEE

Section 10.1 Purpose. The parties recognize that certain subjects are matters of mutual interest to the parties. The parties also recognize that the Union may wish to present its views on such subjects so that such views may be considered by the Administration. It is not the intent of the parties that labor-management committee meetings be used to bypass the normal chain of command. The Union is expected to attempt to resolve matters within the Sheriff's Office before raising those matters at labor-management committee meetings.

Section 10.2 Committee Composition and Meetings. For this purpose, a labor-management committee shall be established. The committee shall consist of up to two (2) management members designated by and in addition to the Sheriff and up to two (2) labor members designated by the Union and a non-employee union representative. Additional parties may attend labor-management meetings if their presence is necessary to discuss the issue(s) raised and if the other party has been notified of their attendance. Committee meetings shall be scheduled by any party at reasonable, mutually convenient times, and shall be closed to the public. Labor-management committee meetings shall be scheduled as soon as practicable.

Section 10.3 Matters Not Within Agreement, Management Rights. Matters involving interpretation of the contract shall not be subject to labor-management committee. Nothing herein shall be interpreted or construed to waive or preempt management rights set forth under Article 11 herein. Decisions of the labor-management committee shall not be subject to the grievance procedure unless such decisions violate a section of this Agreement.

Section 10.4 Agenda. An agenda will be exchanged by the parties at least seven (7) calendar days in advance of the scheduled meeting with a list of matters to be discussed in the meeting and the names of those representatives from each party who will be attending. All matters on the agenda requested by the parties to be discussed, will be discussed. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Discuss grievances, when such discussions are mutually agreed to by the parties;
- C. Disseminate general information of interest to the parties;
- D. Consider and discuss health and safety matters relating to employees; and
- E. Discuss any other items affecting the Labor/Management relationship.

ARTICLE 11 GRIEVANCE PROCEDURE

Section 11.1 Grievance Policy. The Sheriff's Office and the Union recognize that in the interest of effective personnel management, a procedure is necessary whereby employees can be assured of a prompt, impartial and fair processing of their grievances. No reprisals shall be taken against any employee initiating or participating in the grievance procedure.

Section 11.2 Grievance Defined, Content, Timeline for Filing. A grievance is a claim based upon an alleged breach, misinterpretation, meaning, violation or improper application of any of the express provisions of this Agreement, or a claim arising as the result of disciplinary action. A grievance may be initiated by the Union or an aggrieved bargaining unit member.

Any grievance shall contain: Date and time grievance occurred; detailed description of grievance; specific reference to the provision(s) of the Agreement allegedly violated, or to the specific disciplinary action; relief requested; signature of grievant(s). It is not intended that the grievance procedure be used to affect changes or modify this Agreement.

Written grievances must be submitted in writing no later than thirty (30) calendar days following the events or circumstances giving rise to the grievance.

Section 11.3 Disciplinary Action Defined. For the purposes of this Agreement, disciplinary action is any reduction in pay and/or position, removal or suspension.

Appeals of discipline shall commence at Step Two, unless the parties waive all steps and proceed to arbitration.

Section 11.4 Grievance Procedure.

- A. Step One - Immediate Supervisor. A member having an individual grievance will first attempt to resolve it informally with his immediate supervisor. Such attempt at informal resolution shall be made by the member-grievant within ten (10) calendar days following the events or circumstances giving rise to the grievance. Grievances brought to the supervisor (except as otherwise provided herein) beyond the ten (10) calendar day limit shall not be considered.

A grievance representative may accompany the grievant to grievance meetings should the grievant request his attendance. Within ten (10) calendar days of the submission of the grievance, the supervisor shall submit to the grievant his written response to the grievance. If the grievant is not satisfied with the written response he may pursue the grievance to Step Two.

- B. Step Two – Sheriff. Should the member-grievant not be satisfied with the answer in Step One, within ten (10) calendar days after receipt of the Step One response (or 10 days after the step one meeting if no written response is received) he may appeal the grievance to

Step Two by delivering a copy of the grievance form, containing the written response at the prior step and any other pertinent documents, to the Office of the Sheriff. The Sheriff or his designee shall date the form, accurately showing the date his Office received the form.

The Sheriff or his designated representative shall, within ten (10) calendar days of receipt of the written grievance, schedule and conduct a meeting to discuss the grievance with the grievant and/or or his representative. The Sheriff or his designee and the employee may bring any appropriate witnesses.

Within ten (10) calendar days of the meeting at Step Two, the Sheriff or his designee shall submit to the grievance chairman his written response to the grievance.

- C. Step Three - Arbitration. If the member-grievant is not satisfied with the answer in Step Two, within twenty-one (21) calendar days after receipt of the Step Two response, (or 21 days after the Step Two meeting if no response is received) the Union through its attorney may appeal to arbitration by serving the Employer a written notice of intent to arbitrate.

Within twenty-one (21) days of the Employer's receipt of the notice of intent to file under the grievance arbitration procedure, the parties may meet in order to mutually select an acceptable arbitrator. However, in the event that the parties are unable to mutually select an agreeable arbitrator, the Union shall, by letter, solicit nominations for arbitrators from the Federal Mediation and Conciliation Service to hear the

arbitration. The Request for Panel of Arbitrators shall specify FMCS Ohio arbitrators. Upon receipt of such list of arbitrators the parties may meet and attempt to select one (1) arbitrator from the list. Both parties shall have the option to strike the entire panel of proposed arbitrators. This option may be exercised by both parties once in any one (1) grievance. If either party does not choose to strike the entire panel of proposed arbitrators, but the parties fail to agree on the selection of one (1) arbitrator, the parties shall then proceed to alternately strike one (1) name each from the list. Determination regarding which party shall have the privilege of striking a name from the list first shall be resolved by the toss of a coin. The individual whose name remains on the list after the other six (6) names have been removed shall be the arbitrator. The Federal Mediation and Conciliation Service shall be informed of the individual selected and request that such arbitrator be assigned to the grievance. The arbitrator shall arrange with the parties the date, time and place of the meeting. The parties may mutually agree upon an arbitrator without requesting a list from the FMCS.

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 him, such dispute may be withdrawn by either party.

Upon written request of either party, at least thirty (30) days prior to the scheduled arbitration hearing date, either party may request a list of witnesses and a description of their expected testimony and copies of all documents expected or anticipated for use in the arbitration hearing. The request must be honored and submitted to the requesting party no later than fourteen (14) days prior to the scheduled arbitration hearing date. Rebuttal witnesses and documents must be identified and supplied no later than seven (7) days prior to the scheduled arbitration hearing date.

The fees of the arbitrator and the rent, if any, for the hearing room shall be borne by the losing party. The expense of any non-employee witnesses shall be borne, if at all, by the party calling that witness. The fees of a court reporter shall be paid by the party asking for one, however, such fee shall be split equally if both parties desire a reporter or request a copy of the transcript. The grievant, the union representative, and employee witnesses, called by either party, who appear at an arbitration hearing during their normal working hours shall not suffer any loss in pay. Member witnesses, other than the grievant and grievant representative, called by the Union, will be permitted time off, with pay, to testify at an arbitration hearing if such time is during regularly assigned working hours, provided that the needs of the County, the Sheriff's Office and the safety of the citizenry of the County are not compromised.

Disputes may only be submitted to arbitration during the life of this Agreement. No issue whatsoever may be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place during the effective dates or agreed extensions of this Agreement.

No decision by an arbitrator shall infringe upon the obligation of the County or Office as expressed or intended by the provisions of Ohio law.

Either party may raise the issue of arbitrability before the arbitrator. In the event such issue is raised, the first question to be addressed by the arbitrator shall be whether the grievance is arbitrable.

The arbitrator shall not change wage rates already in effect pursuant to this Agreement. No award of any arbitrator shall be retroactive for a period prior to the date of the event giving rise to the grievance. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, hearing and recording testimony from both parties and applying the rules of the Federal Mediation and Conciliation Service. The arbitrator shall not have the authority or power to add to, subtract from, disregard, alter or modify any of the terms or provisions of this Agreement. The arbitrator shall not grant relief that extends beyond the termination date of this Agreement. It is expressly understood that the decision of the arbitrator, within his function and authority as set forth herein, shall be final and binding upon both parties. The arbitrator's decision and award shall be in writing and will state the rationale for the decision.

Section 11.5 Timely Processing of Grievances. Any grievance must be completed and filed upon the authorized grievance form agreed to between the parties to this Agreement. Such form shall provide for a statement of the grievance and its relevant facts; the particular provision of this Agreement that are alleged to have been misinterpreted, misapplied or violated; and, the remedy sought. Any grievance not advanced to the next step by the grievant or the Union within the time limits in that step, shall be deemed resolved by the Employer's last answer. Any grievance not answered by the Employer within the time limits in that step shall automatically proceed to the next step. Time limits may be extended by the Employer and the grievant by mutual agreement in writing.

Section 11.6 Exclusivity. This grievance procedure shall be the exclusive method of resolving grievances. The parties agree that the State Personnel Board of Review shall have no authority over matters subject to this grievance and arbitration procedure. However, in no way shall this exclusivity deny an individual his constitutional rights, and any individual may pursue his constitutional rights; nor may the County or Department be denied its legal rights under the State law.

**ARTICLE 12 INVESTIGATION, DISCIPLINE PROCEDURES,
PERSONNEL RECORDS**

Section 12.1 Internal Investigations. Bargaining unit members required to respond to questions during internal investigations shall be informed of their constitutional rights and responsibilities. Before a bargaining unit member may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, he shall be advised that such conduct, if continued, may be the basis for such a charge. All members shall be obligated to cooperate in any investigation conducted by the Sheriff's Office.

At any time a formal investigation concerning a bargaining unit member occurs wherein disciplinary action of record (reprimand of record, suspension, reduction, or removal) will or may result, the member will be notified when he is first questioned, that such result is possible.

When a bargaining unit member suspected of a violation is being interviewed, such interview shall be recorded at the request of either party by the requesting party. No recording of interviews or interrogations shall be made without the knowledge of the bargaining unit member and/or the Employer. If recordings are made, the other party shall be provided a copy.

Any complaints of violation of rules and regulations or of improper conduct that could not result in criminal charge shall be filed by the complainant within thirty (30) days of the conclusion of the investigation. In the absence of extenuating circumstances, all investigations pursued under this section shall be completed within sixty (60) days of complaint. The member under investigation shall receive written notice of the date of the beginning of the investigation and shall also receive written notice of any required extensions to complete.

Nothing herein shall be construed as restricting members of the bargaining unit from reporting violations of Departmental rules or policy committed by other members of the bargaining unit.

Excluding matters involving criminal investigations, any member who is charged with violating the Department rules and regulations will be provided access to transcripts, records, written statements, and tapes pertinent to the case. The information shall be provided within a reasonable time, but not later than the predisciplinary conference, to allow the member and/or the Union to conduct an independent investigation of the matter.

In the event a bargaining unit member is relieved of duty at the direction of the Employer with regard to an internal investigation, the member shall be placed on administrative leave until such time as a pre-disciplinary conference is held/waived and the Employer issues a disciplinary decision or, the investigation concludes no wrongdoing on the part of the member and/or the member is returned to full duty.

Administrative leave will be the regular rate of pay for the member's pay schedule.

If any of the procedures of this Article are violated, such violations shall be subject to the grievance procedure.

Section 12.2 Corrective Action. The tenure of every employee subject to the terms of this Agreement 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. The Employer may take disciplinary action for actions which occur while an employee is on duty, or which occur while an employee is working under the colors of the Employer, or on or off duty in instances where the employee's conduct violates his oath of office or violates the rules and regulations of the Employer or engages in conduct unbecoming of a police officer. Forms of disciplinary action are:

- A. Written warning;
- B. Written reprimand;
- C. Suspension without pay (at the option of the employee, and with the concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.);
- D. Reduction in pay;
- E. Reduction in rank or classification;
- F. Discharge.

Section 12.3 Progressive Action. The principles of progressive disciplinary action will normally be followed with respect to minor offenses. The progression, where appropriate, may include an oral reprimand, a written reprimand, and a suspension for the same or related minor offenses prior to dismissal. In those instances where more severe discipline is warranted, the Employer may discipline the member according to the severity of the incident, up to and including termination/discharge.

Section 12.4 Predisciplinary Meetings. Upon completion of an investigation and prior to a predisciplinary meeting with the Sheriff or his designee, a member will receive a written statement of proposed charges. At the predisciplinary meeting, the charged bargaining unit member or his representative will be allowed to present his defense/response.

A member who is charged, or his representative, may make a written request for a continuance, prior to the predisciplinary meeting. Such request will be granted where practical.

Predisciplinary meetings will be conducted by the Sheriff or his representative selected by the Employer. The employee may choose to:

- A. Appear at the meeting to present oral or written statements in his defense;

- B. Appear at the meeting and have one (1) chosen representative present oral or written statements in defense of the employee; or;
- C. Elect in writing to waive the opportunity to have a predisciplinary meeting.

Failure to elect and pursue one of these three options will be deemed a waiver of the employee's rights to predisciplinary meetings.

At the predisciplinary meeting, the Employer representative will ask the employee or his representative to respond to the allegations of misconduct which were outlined to the employee.

At the meeting, the employee may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred. The employee shall provide a list of witnesses and the name and occupation of his representative, if any, to the Employer as far in advance as possible, but no later than eight (8) hours prior to the predisciplinary hearing. It is the employee's responsibility to notify his witnesses that he desires their attendance at the hearing.

A written report will be prepared by the Employer representative. A copy of the representative's report will be provided to the employee, and the Union representative within five (5) days following its preparation. The Employer will decide what discipline, if any, is appropriate.

Section 12.5 Duration of Personnel Records of Disciplinary Nature. All actions of record may be maintained in each member's personnel file throughout his period of employment, with the exception that records of suspension shall be removed from the employee's personnel file and shall cease to have force and effect or be considered in future disciplinary matters twenty-four (24) months after their effective date, provided there are no intervening disciplinary actions taken during that time period. Written warnings and/or written reprimands shall be removed from the employee's personnel file and shall cease to have force and effect, or be considered in future disciplinary matters, twelve (12) months after their effective date, provided there are no intervening disciplinary actions taken during that time period.

In any case in which a written reprimand, suspension, or dismissal is overturned on appeal or otherwise rendered invalid, all documents relating thereto will be removed from the personnel file of the member. All such records removed from the personnel file for the reasons outlined above shall not be considered in future disciplinary action or promotional considerations. Prior discipline may be utilized to establish that an employee had knowledge of the standard of conduct expected. All removal of records shall be in accordance with Ohio law.

Every member shall be allowed to review his personnel file at any reasonable time upon written request to the Employer and in the presence of the Employer or his designated representatives. The County shall abide by and follow provisions of Ohio Revised Code Chapter 1347 and Ohio Revised Code Section 149.43.

If, upon examining his personnel file, any bargaining unit member has reason to believe that there are inaccuracies in documents contained therein, he may write a memorandum to the Employer explaining the alleged inaccuracy.

If the Employer concurs with the member's contentions, it shall remove the faulty document from the personnel file. If the Employer does not concur with the contentions of the member, it will attach the member's written memorandum to the document in the file.

Section 12.6 Appeal of Discipline. Written warnings and written reprimands may only be appealed through Step Two of the grievance procedure. All other disciplinary actions may be appealed to arbitration. All discipline must be appealed within seven (7) calendar days from when the employee and/or his Union representative are served with an order of discipline. Pursuant to Ohio Revised Code Section 4117.10(a), no disciplinary action may be appealed to the State Personnel Board of Review. Probationary employees shall have no appeal rights pursuant to the terms of this provision.

Section 12.7 Seniority. Any suspension imposed up to and including sixty (60) days, shall not be deducted from the employee's seniority date.

Section 12.8 Conduct of Investigation. Any investigations, interviews, and disciplinary procedures shall be conducted in a professional manner. At no time will the employee be subjected to verbal abuse, ridicule or embarrassment. Discipline and/or corrective action shall be conducted in a private manner.

Section 12.9 Administrative Leave. In the event a bargaining unit member is relieved of duty at the direction of the Employer with regard to an internal investigation, the member shall be placed on administrative leave until such time as a pre-disciplinary conference is held/waived and the Employer issues a disciplinary decision or the investigation concludes no wrongdoing on the part of the member and the member is returned to full duty. Administrative leave should be defined as the member's regular rate of pay for the member's regular work schedule.

Section 12.10 Union Representation. The employee shall have, at his request, the presence of a Union representative any time during a disciplinary action, disciplinary investigation, or disciplinary interview of an employee. If the Union representative is not available immediately, the Employer and the Union representative shall agree to a time convenient for both parties. Such request may not unreasonably delay an investigation.

ARTICLE 13 WORK RULES

The Union recognizes the authority of the Employer to promulgate work rules, policies, standards of conduct, directives and general orders for the operation of the Sheriff's Office. The parties also recognize that the Sheriff's Office and all employees are

subject to and responsible for the implementation of statutory and administrative rule provisions (e.g. jail standards) which may not necessarily be included in departmental rules, etc.

The Employer agrees that any existing, new or revised written work rules, policies, standards of conduct directives and general orders shall be made available to members in advance of their implementation and/or use as the basis for discipline. All work rules or directives must be applied and interpreted uniformly to all members in this bargaining unit.

Safe Work Environment. The Employer agrees to provide a safe working environment consistent with those obligations imposed by law. The parties acknowledge, however, the inherent dangers associated with law enforcement duty and employment.

ARTICLE 14 SENIORITY

Section 14.1 Definition of Seniority. As used herein, the term "seniority" shall be defined as the continuous uninterrupted length of service or employment as a full-time employee in the Sheriff's Office. Service as a part-time employee for the Office shall not be credited as seniority. Employees shall not accrue seniority while on an unapproved unpaid leaves of absence.

Section 14.2 Application of Seniority. "Seniority" shall accrue to all employees covered by this Agreement in accordance with the provisions of this Article. Seniority, as defined in Section 14.1 of this Article, will apply wherever employee seniority rights are established in the terms and conditions of the Agreement. The criteria for determining the employee with more seniority among two (2) or more employees hired on the same date shall be a coin toss between the employees.

Section 14.3 Breaks in Service. The following situations shall not constitute a break in continuous service, but employees shall not accrue seniority while in the status of any of the following:

- A. Absence while on approved leave of absence;
- B. Military leave; or
- C. A layoff of 24 months duration or less.

The following situations shall constitute breaks in continuous service for which seniority is lost:

- A. Discharge or removal for just cause;
- B. Retirement;
- C. Layoff for more than 24 months;
- D. Failure to return to work within fourteen (14) calendar days of a recall from layoff;

- E. Failure to return to work at the expiration of leave of absence;
- F. A resignation or job abandonment; or,
- G. Absent without leave for more than three (3) working days.

Section 14.4 Seniority List. The Employer shall annually prepare and provide a copy to the Union a list setting forth the present seniority dates for all members in the bargaining unit, such list becoming effective on or after the date of execution of this Agreement. This list shall resolve all questions of seniority affecting employees covered under this Agreement. Disputes as to seniority listing shall be resolved through labor-management and must be presented by the Union or the employee within ten (10) calendar days after the seniority list is posted.

If such disputes are not resolved through labor-management meetings the Union may file a grievance. Such grievance must be filed within thirty (30) calendar days after the seniority list is posted.

ARTICLE 15 HOURS OF WORK/OVERTIME

Section 15.1 Purpose. 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 intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week. Nothing contained in this Agreement shall be construed as preventing or limiting the ability of the Sheriff to use "special deputies" and/or "part-time deputies" upon such terms and conditions as the Sheriff determines appropriate to provide services at:

1. school events;
2. festivals and parades;
3. fairs and celebrations;
4. sexual predator notifications; and
5. transports.

Generally, (and except as provided in Section 16.1 of Article 16), notifications and transports (items 4 & 5), will be done by special or part-time individuals when a deputy is not currently available.

Section 15.2 Work period. The work period shall be a fourteen (14) calendar day period.

Section 15.3 Trade Days. Employees within the same classification shall generally be allowed to trade days regardless of shift upon written notification to the sheriff or his

designee. All such proposed trades shall be by mutual agreement between the trading employees and submitted a minimum of three (3) days in advance of the trade. Absent disapproval by the Sheriff as a consequence of operational need, requests will be honored. The Sheriff reserves the right, however, to discontinue this policy at any time should operational decisions so require in his judgment. In addition, the Sheriff may disapprove of trading to any employee who does not honor the agreed terms of traded work periods. Trades must be completed within a pay period.

Section 15.4 Shift Bidding. The Sheriff shall be responsible for shift assignments. Each non-probationary employee may submit his first and second preference of shift annually during the first two (2) weeks of December. After taking into account the experience on the shifts, job performance, knowledge and skills, special training and expertise and other factors reflecting the operational needs of the department and the community, the Sheriff shall make reasonable efforts to assign employees to shifts requested by the employees.

The Sheriff's efforts regarding preference will include seniority as one of the factors in reaching assignment decisions. Seniority will not, however, be the determining factor for assignments.

Section 15.5 Overtime. All employees in the bargaining unit, for work actually performed in excess of eighty (80) hours in the work period, (including paid sick leave, vacation leave or authorized paid holidays) shall receive one and one-half (1-1/2) times the employee's regular straight-time rate. The Employer shall not alter an employee's regularly scheduled shift to avoid overtime.

Section 15.6 In the event of a vacancy requiring an employee to work overtime, that vacancy shall be first offered to the employees within that classification. Thereafter, if not filled, the vacancy shall be assigned as set forth below or as operational needs require.

A record of overtime hours worked by each employee shall be kept on a list displayed within the department and utilized for offering voluntary overtime assignments. Overtime hours shall be recorded on this list as soon as practical after the employee(s) work(s) the hours. If a call to work overtime is made less than twenty-four (24) hours in advance and the overtime is refused, the employee will not be credited as having worked for purpose of overtime equalization. Other than as set forth above, an employee who is contacted (twenty-four (24) hours or more in advance) and is offered overtime work and for any reason refuses or fails to work the overtime, shall, for the purpose of overtime equalization, be credited with the overtime hours as if he had worked the hours.

If an insufficient number of employees accept the overtime work or the employee(s) accepting the overtime work are, at the Employer's sole discretion, unable to either efficiently or adequately perform the work, the Employer may assign the overtime work to those individuals it determines are necessary to adequately and efficiently perform

the work. Said mandatory assignment by the Employer shall be assigned on a rotating basis by escalating seniority. Once an individual has been required to work overtime, that individual shall, for purposes of this Section, move to the top of the mandatory overtime seniority list and the next least senior individual shall become the individual first considered for subsequent mandatory assignment(s). In the absence of clear operational needs, individuals on regularly scheduled days off shall not be required to work overtime.

In the event an employee does not wish to be contacted for voluntary assignments, they may have their name removed from the list by notifying the Sheriff or his designee in writing. An employee may have their name put back on the list by notifying the Sheriff or his designee in writing with thirty (30) days advance notice. These employees shall be placed at the bottom of the list.

Article 15.7 Pyramiding. There shall be no pyramiding of pay for the same hours worked or paid.

ARTICLE 16 LAYOFF AND RECALL

Section 16.1 Reasons For Layoff And Notification Of Layoff. Neither the provisions of Revised Code Sections 124.321 through 124.328 nor the Ohio Administrative Code shall apply to layoffs by the Employer. The Employer may lay off employees for lack of funds or projected funds, lack of work, abolishment of positions, reorganization, or other justified business reason. The Employer shall notify the Union and affected employees at least thirty (30) calendar days in advance of the effective date of the layoff or job abolishment. The Union agrees to meet with the Employer to discuss layoffs. Either the Union or the Employer may request a meeting to discuss the layoffs. Prior to the layoff of a fulltime employee within a classification, part-time employees and/or special duty employees who are performing the normal duties of a fulltime bargaining unit member will be laid off and/or advised they will not be provided work opportunities during a period of layoff.

Section 16.2 Layoff and Period of Recall. The Employer shall determine in which classifications layoffs will occur. Layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in the inverse order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. Employees of the Sheriff's Office formerly in classifications in the bargaining unit may displace into positions in the unit according to their time in service in positions in the unit, provided they worked in the classification. Laid off employees shall have the right to recall to a position in their former classification for a period up to twenty-four, (24), months from date of layoff.

Section 16.3 Recall Notification. The Employer shall provide written notice of recall to the affected employees via personal service or via certified mail to the employee's last known address. It shall be the responsibility of each employee to keep the Employer

informed of his current residence or mailing address. Laid off employees shall notify the Employer of any temporary absence from their regular address. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff by classification.

Section 16.4 Time Limits for Recall and Return From Layoff. The laid off employee shall have fourteen (14) calendar days after receipt or attempted delivery of recall notice to exercise his rights to recall. After the expiration of this time, the next employee in line on the recall roster shall be notified and be given their right to recall.

The employee who has been properly notified by the Employer must report to work within fourteen (14) calendar days from the date of receipt of the notification or from the expiration of the fourteen (14) day notification period, unless a longer period is provided by the Sheriff's Office. Employees who fail to report for work as specified above shall forfeit their recall rights and the next employee in line on the eligibility roster shall be notified.

Section 16.5 Reorientation. Recalled employees shall complete such reorientation as is determined necessary by the Sheriff upon reinstatement.

Section 16.6 Appeal. Any appeal regarding a layoff, reasons for a layoff, or displacements shall only be through the grievance and arbitration procedure of this Agreement beginning at Step Two. Grievances regarding layoffs must be filed within seven (7) days of notice of the layoff.

ARTICLE 17 HOLIDAYS

Section 17.1 List of Holidays. Holidays shall be as follows:

| | |
|------------------------|--|
| New Year's Day | January 1st |
| Martin Luther King Day | Third Monday in January |
| President's Day | Third Monday in February |
| Good Friday | (1/2 Day) |
| Memorial Day | Fourth Monday in May |
| Independence Day | July 4th |
| Labor Day | First Monday in September |
| Columbus Day | Second Monday in October |
| Election Day | (1/2 Day) General Election Day in November |
| Veteran's Day | November 11th |
| Thanksgiving | Fourth Thursday in November |
| Christmas | December 25 th |

In addition to the holidays set forth in this Section, employees shall have as a holiday any other days that the County Commissioners declare to be a holiday for employees

whose wages are established by the Commissioners under the general fund. It is understood that any such designations from the Commissioners are exclusively within the discretion of the Commissioners and may be for a single day of one year only or may be more permanent in nature.

Section 17.2 Observance of Holidays. Employees assigned to work a holiday shall be paid time and one-half for all hours worked on the holiday, in addition to receiving their eight (8) hours of holiday pay or four (4) hours holiday pay for half-day holidays. Employees not assigned to work a holiday shall receive eight (8) hours holiday pay or four (4) hours holiday pay on the appropriate holiday at the employee's appropriate straight pay rate.

Section 17.3 Eligibility. To be eligible to receive holiday pay for a designated holiday, employees must satisfy the following requirement:

- A. Work the scheduled day before and the scheduled day after the designated holiday.

If a holiday occurs while an employee is on vacation leave or sick leave, vacation leave or sick leave shall not be deducted from the employee's accrued leave balance for the day. Rather, the employee shall receive only holiday pay.

Employees who are on an unapproved leave of absence during a holiday shall not be entitled to receive holiday pay for any holidays occurring while on the approved period of unpaid leave of absence.

Section 17.4 Requests for Holidays Off. Employees may request to use leave time (vacation or compensatory) for a holiday designated in this Article. All requests to use leave time for a holiday that an employee is otherwise scheduled to work are subject to approval of the Sheriff. All requests must be made in writing in advance of the requested date. Such requests shall be honored on the basis of the employee's seniority in the bargaining unit, if the leave requests are submitted at least thirty (30) days prior to the holiday requested. Requests submitted less than thirty (30) days prior to the holiday requested shall be subordinate to requests made more than thirty (30) days prior to the holiday requested and will be considered on a first-submitted basis, also subject to the Sheriff's' approval. It is understood and agreed that all requests for leave on a holiday may be denied at the discretion of the Sheriff and that approvals may be rescinded due to operational or emergency needs.

Section 17.5 Holiday Plan B.

- A. Full-time deputy sheriffs and deputy sheriff sergeants shall have the opportunity to participate in an alternative method: of utilizing the benefits identified in Article 17 – Holidays. Under Holiday Plan B each electing employee shall receive eighty (80) hours of "holiday leave" on January 1st of each year. These eighty (80) hours shall account for all designated holidays in Article 17 with the exception of Christmas which, shall be

administered consistent with the terms of Article 17. The employee participating in Holiday Plan B will be paid only time and one half (1-1/2) their regular hourly wage for all hours worked on a holiday. The employees will be permitted to utilize "holiday leave" to take leave in no less than one (1) day increments pursuant to terms indicated below. Employees shall not be permitted to carry-over (holiday leave into the next year and those employees failing to utilize all of their holiday leave by the start of the last full pay period in the year shall be paid for all unused holiday leave with the last full pay period of the year. Any employee who uses holiday leave and then terminates employment by any means before the designated holidays for which leave has been used will be responsible for compensating the Employer for this time. The Employer may withhold such amount from the employee's final paycheck or deduct it from other leave balances subject to payout upon termination. If this proves insufficient the Employer may pursue other means to collect the monies from the employee.

- B. The Holiday Plan B is available only to non-probationary employees employed as of November 20th of each year who notify the Employer, in writing, of their intent to participate in Holiday Plan B by December 20th of each year. The Employer may waive this time limit in its discretion and such shall not set precedence nor constitute a grievable offense under the Collective Bargaining Agreement. Employees electing to participate in Holiday Plan B each year may not revert to the terms of Article 17 until the next calendar year unless permission to do so is granted by the Employer.
- C. All requests for holiday leave shall be approved or denied on a first come/first served basis within three (3) business days of their submission. Pre-scheduled vacation leave shall supersede requests for holiday leave; otherwise, seniority will be the deciding tie-breaker in the event multiple leave requests are submitted on the same day. The Employer may deny requests for holiday leave if the granting of such leave would cause overtime for the Employer would drop staffing levels below minimum standards established by the Employer or, otherwise detrimentally affects the operational needs of the Employer. Approval of such leave will not be unreasonably withheld.

ARTICLE 18 VACATION

Section 18.1 Accrual Schedule. Employees shall earn vacation leave according to their total number of years of service with the Employer and any political subdivision of the State of Ohio, as follows:

- A. One (1) through eight (8) completed years of service: Eighty (80) hours (to a maximum of 3.1 hours per pay period);
- B. Eight (8) through fifteen (15) completed years of service: One hundred twenty

- (120) hours (to a maximum of 4.6 hours per pay period);
- C. Fifteen (15) through twenty-five (25) completed years of service: One hundred sixty (160) hours (to a maximum of 6.2 hours per pay period);
- D. Twenty-five (25) or more completed years of service: Two hundred (200) hours (to a maximum of 7.7 hours per pay period).

Section 18.2 Accrual/Pay Status. Vacation leave accrues while an employee is in an active pay status. Accrual shall be by pay period according to the formula set forth in Section 18.1. No vacation is earned while an employee is in no pay status, unless the employee is on a workers compensation leave. Prorated vacation credit is given for any part of a pay period. An employee with less than one (1) year of service is not entitled to vacation credit, but is credited with eighty (80) hours on his first year anniversary of employment. For purposes of this Article, pay status shall include hours actually worked, paid sick leave, vacation leave or authorized paid holidays. Vacation leave shall not be accrued while an employee is in inactive service, such as an unpaid leave of absence, disciplinary suspension, etc.

Section 18.3 Requests For Vacation Leave. During the month of December, all employees may submit requests for vacation leave for the following calendar year. Vacation leave requests will be accepted until December 20th. Vacation leave requests submitted on or before December 20th shall be approved by the Employer on the basis of total departmental seniority and shall be approved or denied on or before December 30th. After December 20th, all requests for vacation leave shall be approved or denied based on a first come/first served basis within three (3) days of their submission. Seniority will be the deciding tie-breaker in the event multiple leave requests are submitted on the same day.

Vacation leave may be requested more than one (1) year from the date it is to begin, but will be approved only upon satisfactory documentation of special/unusual circumstance such as an extensive waiting list or significant cost for cancellation. The Sheriff will have sole discretion in this decision. Such requests may be submitted at any time. Advance leave requests shall be approved or denied within thirty (30) days of the date of the written request.

Section 18.4 Accumulation Of Vacation Leave. Vacation leave is normally to be taken within twelve (12) months following the employee's anniversary date. An employee may be permitted to carry over accrued vacation up to three (3) years worth of accumulation. No vacation leave shall be carried over when the total accrual would be in excess of three (3) years accumulation. Should the sheriff deny or cancel vacation scheduled in excess of permissible accumulation less than thirty (30) days prior to the start of that vacation period, the employee shall be paid straight time for denied or cancelled time that cannot reasonably be rescheduled. A required rescheduling of vacation within the calendar year is not a cancellation or denial whether of some or a portion of the vacation.

Section 18.5 In the event a recognized holiday as defined in the Agreement falls on a

day on which an employee is off on approved vacation leave, that employee will not be charged vacation leave for that day, but will receive holiday pay as defined in Article 17.

Section 18.6 Change Of Vacation Leave/Hospitalization. Any employee hospitalized or disabled while on vacation shall, upon request and upon submission of sufficient evidence of the hospitalization or disability, be entitled to change his vacation status to sick leave for all days hospitalized or disabled and any subsequent days necessary for recovery for the period previously scheduled and approved for vacation leave. Upon submission of the request with evidence, any vacation charged to the employee for the duration of the illness shall be restored to his credit.

Section 18.7 Vacation at Retirement. An employee who resigns or retires after at least one year of service shall be entitled to compensation at their current rate of pay for any legally accrued and unused vacation leave to their credit at the time of separation. Upon separation from the Employer's payroll, an employee shall be entitled to compensation at their current rate of pay for all lawfully accrued and unused vacation leave to their credit at the time of retirement. Payment shall not exceed the permissible three (3) year carry-over provided in this Article. In the case of death of an employee, any accrued, but unused vacation leave shall be paid in accordance with Section 2113.04 of the Ohio Revised Code or to the employee's estate.

ARTICLE 19 SICK LEAVE

Section 19.1 Use of Sick Leave. Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure of the employee to a contagious disease communicable to other employees; 3) serious illness, injury or death in the employee's immediate family where the employee's presence is reasonably necessary; and/or 4) reasonable doctor and dentist appointments for employee when such examinations cannot be scheduled during the employee's non-work hours, and, for immediately family members, as defined in Section 19.9, when the employee's presence is reasonably necessary.

Section 19.2 Sick Leave Accumulation. All employees shall earn sick leave at the rate of four and six tenths (4.6) hours for each completed eighty (80) hour pay period to a maximum of 4.6 hours per pay period. Employees may accumulate sick leave to an unlimited amount.

Employees may only accumulate sick leave while employed with the Hardin County Sheriff's Office except that the Sheriff, in his sole discretion, may allow a new employee to transfer a portion of sick leave accumulated with a prior public employer in Ohio.

Section 19.3 Notification. An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore as soon as is reasonably possible, but at least one (1) hour before the start of his work shift the first day he/she is to be absent. If, at the time of authorization, multiple day absences are anticipated, the employee shall provide that information to the Employer.

Section 19.4 Approval of Sick Leave. The sick leave must be documented on a sick leave form within forty-eight (48) hours after use and must be approved by the Sheriff or his designee. Signature of the employee's shift supervisor must be on the form.

Section 19.5 Proof of Sick Leave. Before an absence may be charged against accumulated sick leave, the Sheriff or his designee may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Sheriff and paid by the Employer. In any event, if an employee is absent for three (3) consecutive days the Employer may require an employee to supply a physician's report to be eligible for paid sick leave.

Section 19.6 Denial of Sick Leave Use. In the event that upon such proof as is submitted or when the Sheriff finds there is not satisfactory evidence of illness, injury, or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

Section 19.7 Abuse of Sick Leave. Any abuse or patterned use of sick leave may be just and sufficient cause for disciplinary action.

Section 19.8 Medical Examinations.

A. Return to Duty After Use of Sick Leave. The Sheriff or his designee may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is able to perform the material and substantial duties of his position and that his return to duty will not jeopardize the health and safety of other employees.

B. Examinations - General. Examination of employees to determine their ability to perform the material and substantial duties of their position and assignment may be required of employees. Examinations shall be required for employees when ordered by the Sheriff or the Chief Deputy. Any examination directed under this Section shall be based upon just cause to believe it is necessary.

Section 19.9 Immediate Family. The use of sick leave due to illness or injury in the immediate family shall be where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member. "Immediate family" shall be defined to include the employee's spouse, children, step-children, brother, sister, parents, mother-in-law, father-in-law, sister-in-law, brother-in-law, legal guardian or other person to whom the employee is responsible for providing primary care.

Section 19.10 Bereavement Leave. Bargaining unit employees shall be entitled up to five (5) days funeral/bereavement leave to attend the funeral of any of the following related individuals: husband, wife, child(ren), mother, father, brother, and sister.

Bargaining unit employees shall be entitled up to three (3) days funeral/bereavement leave to attend the funeral of the following related individuals: grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandchild(ren), grandparents-in-law, legal guardian or other person who stands in place of a parent.

Bargaining unit members shall be entitled to one (1) day of funeral/bereavement leave for the death of their aunt or uncle, daughter-in-law or son-in-law.

The funeral/bereavement leave shall be a paid leave without a deduction from sick leave. Sick leave may be used for funeral/bereavement leave when the benefits of this section have been used.

Section 19.11 Sick Leave Conversion Upon Retirement. Any employee who, as of the date of the execution of this Agreement, has accumulated one thousand (1000) hours or less of sick leave may, upon retirement under the Public Employees Retirement System, convert one-fourth ($\frac{1}{4}$) of their accumulated sick leave to a maximum amount of conversion of two hundred fifty (250) hours at the employee's rate of pay at the time of retirement. Any employee who, as of the date of execution of this Agreement, would be entitled to sick leave conversion in excess of two hundred fifty (250) hours under the existing methodology of allowing one-half ($\frac{1}{2}$) of all hours accumulated, shall be entitled to those hours upon retirement. No additional hours above those currently accrued shall be considered for purposes of conversion. Additionally, to be eligible for sick leave conversion at retirement the employee must have worked for the Sheriff's Office at least ten (10) years immediately prior to retirement. The ten (10) years of service must be immediately prior to retirement with no break in service. Upon conversion of sick leave all hours of accumulated sick leave will be deemed waived. No employee may have more than one (1) conversion from the County.

Section 19.12 Application For Sick Leave Conversions at Retirement. The application for the sick leave conversion payment must be made in writing, signed by the employee at his or her time of retirement. The conversion will be distributed to the employee no later than thirty (30) days after the employee's retirement date. Payment shall be based on the employee's hourly rate of pay at the time of retirement. An employee is only entitled to one conversion of sick leave as an employee of the County.

Section 19.13 Annual Conversion. Employees who have accumulated unused sick leave credit in excess of five hundred (500) hours shall annually have the option of receiving a cash benefit conversion at one hundred percent (100%) for part of the balance of their unused sick leave. Employees shall be permitted to receive a cash payment for up to two hundred fifty (250) hours of accrued, but unused sick leave provided that the cashing-out of sick leave does not reduce the sick leave benefit bank below five hundred (500) hours. The cash benefit conversion shall equal one (1) hour of base rate pay for every two (2) hours of accrued, but unused sick leave converted. Any employee who wishes to exercise the sick leave conversion option must notify the Sheriff or his designee in writing no later than the tenth (10th) of November each year.

ARTICLE 20 WAGES / LONGEVITY

Section 20.1 Wages.

- A. Effective January 1, 2013, employees shall receive a three percent (3%) wage increase over their respective 2012 base rate of compensation

- B. On or after October 1, 2013, either party may re-open the agreement for purposes of negotiating wages for 2014 and 2015. The re-opener shall be commenced by either party filing a notice to negotiate with the State Employment Relations Board. These negotiations shall be conducted in accordance with Chapter 4117 of the Ohio Revised Code except that Section 4117.14 (G) (11) of the Ohio Revised Code shall not apply and is expressly waived.

- C. The negotiations for the re-opener will commence upon dates to be established by the parties during the fourth calendar quarter of 2013. Those negotiations may include only 2014 wages subject to a negotiated re-opener for 2015 or both 2014 and 2015 wages all as determined through negotiations.

- D. The parties acknowledge that all employees in the Deputy Sheriff Bargaining Unit who have been Detectives since January 1, 2011, were paid an hourly base rate of compensation of \$18.35 per hour effective May 1, 2011, and that such wage was increased by general wage increases thereafter and shall additionally be increased by general wage increases identified herein and by future general wage increases afforded to all Deputy Sheriffs. If such Deputy Sheriffs leave or are removed from the position of Detective, but remain Deputy Sheriffs or are promoted to the Sergeant Bargaining Unit, their base rate of compensation shall not be reduced. In such cases, these Deputy Sheriffs shall be paid all rank increases and/or general wage increases on top of their base rate of compensation paid as Detectives.

All employees in the Deputy Sheriff Bargaining Unit, excluding those identified in the above paragraph, who are made Detectives on or after May 1, 2011, shall be paid an additional \$2.00 per hour, which shall be added to and included in their base rate of compensation. Such Deputy Sheriffs shall receive all general wage increases identified herein and future general wage increases afforded to all Deputy Sheriffs. If such Deputy Sheriffs leave or are removed from said position, but remain Deputy Sheriffs or are promoted to the Sergeant Bargaining Unit, their base rate of compensation shall be reduced by \$2.00/hour and such employees' base rate of compensation shall be subject to all rank increases and/or to all general wage increases.

Section 20.2 Longevity Pay. Employees shall receive a longevity pay increase which shall be rolled into their regular earnings, based upon years of continuous service as follows:

| | |
|---------------------------------------|--------|
| Two years of continuous service - | \$600 |
| Five years of continuous service - | \$600 |
| Eight years of continuous service - | \$1200 |
| Twelve years of continuous service - | \$1500 |
| Fifteen years of continuous service - | \$2000 |

Such increase shall be effective upon the employee's departmental anniversary date.

ARTICLE 21 COURT TIME/CALL-IN PAY

Section 21.1 Court Time. Where, on matters pertaining to or arising from an employee's performance of his official duties, an employee is required to appear in court other than his regular scheduled work hours, the employee shall receive a minimum of two (2) hours pay at the appropriate rate of pay for the minimum or actual hours his attendance is required, whichever is greater. Appearances which abut an employee's work hours shall be compensated, as set forth above, and shall not be subject to the minimum hours set forth above. All court fees received by the employee shall be remitted to the Sheriff's Office.

Section 21.2 Call-In. When an employee is called in to duty, at hours which do not abut his work hours, he/she shall be paid a minimum of two (2) hours at the appropriate rate of pay for the minimum or actual hours required, whichever is greater.

ARTICLE 22 UNIFORMS AND EQUIPMENT

Section 22.1 Maintenance of Uniforms. The Employer shall determine the uniform specification, accessories and other items required for bargaining unit members. It shall be the responsibility of the employee to maintain all uniform items and be in proper uniform at all times when on duty or as otherwise required by the Sheriff. Uniforms shall be worn and maintained according to the standards established by the Sheriff and according to the Department rules and regulations. When an employee, in the course of his/her duties and with no negligence on their part, has personal property (e.g. eyeglasses, dentures, reasonable watch) damaged or destroyed, the county will replace or reimburse the employee to a replacement value and the employee shall pursue, when possible, costs recovery through court proceedings. Any replacement/reimbursement will be subject to review and approval of the Sheriff.

Section 22.2 Uniform Payments. The Employer will provide a uniform credit, which shall be utilized for purchase of prescribed uniforms and other items of clothing approved by the Employer. All newly hired employees of the bargaining unit will receive an uniform credit in the amount of seven hundred dollars (\$700) during their first year of

employment and a three hundred fifty dollars (\$350) uniform credit each year thereafter. All purchases made from the employee's uniform credit shall be for uniform purchases and subject to the prior approval of the Sheriff's Office. All uniform parts and equipment of the required uniform for the employee issued or purchased by the Employer shall remain the property of the Employer. Upon appropriate verification as determined by the Sheriff, the Sheriff may cause the replacement of any uniform item destroyed or damaged beyond reasonable use where such damage or destruction was caused while in the "line of duty". Such replacement shall be in addition to the uniform credits set forth herein.

Section 22.3 Separation from Employment. Upon separation of employment, employees shall return to the Employer all uniforms, accessories and other items of clothing paid for by the County, prior to receiving their final paycheck. Any items not returned shall be deducted from the employee's final pay based upon the replacement cost of the item at the time of the separation. Such deduction from the employee's final pay shall be made without the employee's prior authorization.

Section 22.4 Uniforms. For purposes of this article, uniforms and other items of clothing shall be defined to include the following: hats, shirts, pants, jackets, windbreakers, coveralls, rain coats and hat covers, ties, required brass and leather, to include belt, and handcuff case with handcuffs.

Section 22.5 Body Armor. Body armor shall be supplied to any member upon written request. Armor provided shall be replaced on a schedule consistent with the manufacturer's recommendations. Armor supplied shall be provided at no cost to the members.

Section 22.6 Practice Ammunition. Bargaining unit members shall be issued fifty (50) rounds of practice ammunition for their primary duty weapon, thirty (30) days in advance of any scheduled qualification. The Employer is not obligated to provide this ammunition to any member not specifically requesting such practice rounds.

ARTICLE 23 TRAINING

Section 23.1 Voluntary Training. The Employer may provide for voluntary training and schooling in accordance with the County policy. All training and schooling is subject to the prior approval of the Sheriff's Office.

Section 23.2 Required Training. Any training required of employees by statute or regulation to attain or retain certification (e.g. as a corrections officer, peace officer, dispatcher, etc.) shall be considered as hours worked when the Employer schedules the employee to attend.

Training that is not required to attain or retain certification, but is required, in writing, by the Sheriff, shall be considered as hours worked and shall be paid at the applicable rate of pay. Travel time, and any overnight stays necessary for training required by the Sheriff may be compensable and shall be paid in accordance with the fair labor

standards act.

Section 23.3 Multiple Day Training. On compensable multiple day training sessions where the employee has been authorized, in writing, by the Sheriff to remain at or near the training site overnight, the days in training shall be counted as time worked, not to exceed the employee's regularly scheduled shift, absent prior approval.

ARTICLE 24 PROBATIONARY PERIOD

Section 24.1 Requirement To Serve Probationary Period. Every newly hired employee or employee appointed to a position in the bargaining unit (full-time deputy sheriff) covered by this Agreement shall be required to successfully complete a probationary period. This probationary period requirement shall apply to all individuals hired or employed as a full-time deputy regardless of prior service with the Sheriff's Office and regardless of time spent as a part-time deputy sheriff.

Section 24.2 Length of Probationary Period. The probationary period shall begin on the first day as a full-time deputy sheriff for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year. A probationary employee who has lost work time due to illness or injury for more than ten (10) work days shall have his probation period extended by the length of the illness or injury. The probationary period for promotions shall be ninety (90) days and shall begin on the first day of full time service in the new position. A promoted employee may determine to return to his/her former position within the first thirty (30) days after promotion without penalty. The Employer may return a promoted employee to a former position at any time during the probationary period.

Section 24.3 Appeals by Probationary Period Employees. A new hire probationary employee may be terminated any time during his probationary period and shall have no right to appeal the termination under the grievance procedure of this Agreement or to any other forum. In all non-disciplinary matters the probationary employees are entitled to union representation, including the grievance procedure.

ARTICLE 25 HEALTH INSURANCE/IMMUNIZATIONS

Section 25.1 Medical Insurance. The Employer shall offer group medical insurance coverage for each employee. It is agreed and understood that the schedule of benefits for employees shall be as set forth in the health plan offered by the County, including all conditions and payments specified or required by individual carriers/providers of the health insurance plan.

It is further agreed and understood that during the term of this Agreement, individual carriers/providers may, through no fault of the County, Union, or employees, cease coverage. It is further agreed and understood that the Employer may modify the terms

of the insurance coverage and may reduce coverage levels if such reductions are made to maintain or reduce costs.

Additionally, it is agreed and understood that during the term of this Agreement that specific carriers/providers under the plan may unilaterally institute or modify payments or conditions which modifications will be required for subscription to the plan provided by that carrier/provider. Furthermore, modifications to co-payments and/or deductibles under the County shall not be deemed a modification of coverage.

Section 25.2 Immunizations. Immunizations for tuberculosis and hepatitis B and tetanus shots shall be provided to members on a schedule recommended by current medical practice. Said immunizations will be offered at no cost to the member.

Section 25.3 Premiums. Employees shall contribute through payroll deduction to the premium for the health plan to the amount established in the County plan. Employees shall be notified in advance of any modifications in premium contributions. The Employer shall pay eighty percent (80%) of the premium cost for insurance.

Section 25.4 Eligibility. Employees who are not participating in the County insurance plan shall be eligible for health insurance coverage after completion of the waiting period established by the health insurance plan. Employees having a spouse employed by the County, whether with the Employer or another office in the County, who is eligible for and/or who has coverage under the County plan shall be eligible for family or dual (two person) coverage under the plan or as otherwise allowed by the County plan. The coverage will be designated for one employee of the County under the County health plan.

Section 25.5 Life Insurance. To the extent that the County offers other County employees life insurance, bargaining unit employees shall be provided the life insurance coverage in the same manner as other County employees.

ARTICLE 26 LEAVE OF ABSENCE/MILITARY LEAVE

Section 26.1 Leave Of Absence. The Employer, at its discretion, may grant a leave of absence without pay to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond six (6) months.

The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted. Denial of leaves shall not be appealable to the grievance procedure. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer sixty (60) days prior to commencement of the desired leave so that the various agency functions may proceed properly.

If a leave of absence is granted for a specific purpose and it is discovered that the leave is not being used for such purpose, the Employer may cancel the leave and direct the employee to report to work.

Section 26.2 Military Leave. Military leave shall be provided to employees in a manner consistent with federal and state laws governing military leave usage.

Section 26.3 Family and Medical Leave. The Employer shall grant family and medical leave (FML) to employees in accordance with the Employer's personnel policy and procedure manual. It is the intent of the Employer to comply with the regulations set forth in the Family and Medical Leave Act. Any ambiguities in that policy shall be resolved, first by policy to the extent possible, then by reference to the FMLA, 29 CFR 825 and applicable case law.

ARTICLE 27 OUTSIDE EMPLOYMENT

Section 27.1 No employee shall accept or continue outside employment that interferes with the employee's performance of his duties or responsibilities in his position with the Employer or compromises the employee's position with the Employer.

Section 27.2 Any employee who wishes to accept or continue any outside employment will shall provide a request in writing to the Sheriff providing a full and complete disclosure of the proposed employment, including the name and address of the employer, the proposed hours of work, the type of work to be performed and such other information as determined appropriate by the Sheriff. Outside employment must receive approval by the Sheriff in advance.

Section 27.3 If such outside employment constitutes an employment conflict, the employee will be requested to refrain from such activity as a condition of continued employment. Refusal to conform to such request may subject the employee to disciplinary action, including termination.

ARTICLE 28 DURATION, ENTIRE AGREEMENT AND SUBSEQUENT NEGOTIATIONS

Section 28.1 Duration. The provisions of this Agreement unless otherwise provided for herein, shall become effective January 1, 2013, and shall remain in full force and effect until 11:59 p.m., December 31, 2015.

Section 28.2 Subsequent Negotiations. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, and no later than ninety (90) calendar

days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested.

Section 28.3 Entire Agreement. The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the 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 hereto after the exercise of those rights and opportunities set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union, and all prior agreements, practices, and policies concerning the subject matter provided for herein, either oral or written, are hereby canceled.

Section 28.4 Re-opener. This agreement shall be subject to the re-opener described in Article 20, Section 20.1.

ARTICLE 29 EXECUTION

Section 29.1 Waiver. Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or 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 or signed this Agreement.

Section 29.2 Signatures. In witness whereof, the parties have executed this Agreement as of the 31 day of January 2013, 2013 in Hardin County, Ohio.

FOR THE OPBA:

Mark Volcheck
Mark Volcheck, Union Representative
January 22, 2013
Date

FOR HARDIN COUNTY:

Keith A. Everhart
Sheriff, Keith A. Everhart
1-23-2013
Date

UNION REPRESENTATIVES:

James S. Mason
Russell E. Lee
02-01-2013
Date

HARDIN CO. COMMISSIONERS:

Bruce J. Beaman
Ed. W. Elliott
Randall S. Rogers
1-31-2013
Date