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**AGREEMENT**  
**BETWEEN**  
**THE HENRY COUNTY SHERIFF**  
**AND**  
**INTERNATIONAL UNION OF POLICE ASSOCIATIONS**  
**Local #61**

**Effective July 1, 2013 through June 30, 2016**

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## PREAMBLE/PURPOSE

This Agreement is entered into by and between the Henry County Sheriff, hereinafter referred to as the "Employer," and the International Union of Police Associations, AFL-CIO, hereinafter referred to as the "IUPA" or the "union." The Agreement has as its purpose:

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

Whenever the term "employee" is used throughout this Agreement, it shall mean all employees as specified herein.

Whenever the term "Employer" is used in this Agreement, it shall mean the Henry County Sheriff or the Sheriff's designee(s).

## ARTICLE 1 UNION RECOGNITION

**Section 1.1.** The Employer recognizes the IUPA, as the sole and exclusive representative for all full-time employees in the bargaining units as set forth in the certifications issued by the Ohio State Employment Relations Board as follows:

- A. Unit A – 01-REP-01-0003: Includes all full-time communications operators (Dispatchers) as certified on June 7, 2001.
- B. Unit B – 01-REP-01-0004: Includes all full-time deputies as certified on June 7, 2001.
- C. Unit C – 01-REP-01-0005: Includes all full-time deputies of the rank of sergeant and lieutenant as certified on June 7, 2001.
- D. Excluded: All other employees.

**Section 1.2.** The Employer will not recognize any other organization as the representative for any bargaining unit employee. All agreements entered into between the Employer and the employees covered by this Agreement shall be through a duly authorized representative of the union.

**Section 1.3.** It is understood that this Agreement is a multiple unit agreement, entered into voluntarily by the parties pursuant to Chapter 4117 of the Ohio Revised Code, and that no future obligation exists that would require the parties to bargain for these units in separate negotiations.

**Section 1.4.** Unless delineated specifically by clause, all provisions of this Agreement apply equally to all units.

**Section 1.5.** In the event a new classification is created during the term of this Agreement, the parties agree to discuss the inclusion of such classification in this bargaining unit. If agreement on inclusion cannot be reached, the matter shall be submitted to the State Employment Relations Board for determination. If the parties agree upon the bargaining unit status of such classification, the parties agree to jointly petition SERB to amend/clarify the unit and will include the position upon SERB's approval. Nothing herein shall prevent the Employer from utilizing the new position pending SERB's final determination of its bargaining unit status.

## **ARTICLE 2** **DUES CHECKOFF**

**Section 2.1.** The Employer agrees to deduct periodic union membership dues, initiation fees and assessments once each month from the pay of any employee eligible for membership in the bargaining unit upon the individual employee voluntarily signing a written authorization for dues deduction. The employee will sign the Payroll Deduction Authorization Form along with a copy provided by the Union. The Payroll Officer will send an authorization form and a copy to the County Auditor's Office. Upon receipt of the proper authorization form, the Auditor will deduct union dues, initiation fees, and assessments from the payroll check for the pay period following the pay period in which authorization was received and dues, initiation fees, and assessments are deducted by the Employer.

The Payroll Deduction Authorization Form shall be provided by a duly authorized representative of the union to the employee.

Dues, initiation fees and assessments deducted from the employee's pay shall be promptly remitted to the International Union of Police Associations, AFL-CIO, 1549 Ringling Boulevard, Sarasota, Florida. A list of employees and the amount withheld from each, shall be forwarded with the deductions.

**Section 2.2.** It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the 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 by the Employer hereunder. Once the funds are remitted to the union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the union.

**Section 2.3.** The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment; or (b) transfer to a job other than one covered by this bargaining unit; or (c) layoff from work; or (d) an agreed leave of absence of thirty (30) days or more; or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

**Section 2.4.** The Employer shall not be obligated to make dues, assessments or initiation fees from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the deductions.

**Section 2.5.** It is agreed that neither the employees nor the union shall have a claim against the Employer for errors in the processing of deductions. If 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, and it is found an error was made, the error will be corrected at the next pay period that union dues are normally deducted by deducting the proper amount from the pay of the employee to correct said error. Payroll collection of dues, fees, and assessments shall be authorized for the exclusive bargaining agent only and no other organization attempting to represent the employees within the bargaining unit as herein determined.

**Section 2.6.** Each eligible employee's written authorization for dues, initiation fees or assessment deduction shall be honored by the Employer for the duration of this Agreement, or any extension, unless an eligible employee certifies, in writing, that the dues check-off authorization has been revoked, at which point the dues deduction will cease to be effective the pay period following the pay period in which the written dues deduction revocation was received by the Employer. A copy of the written revocation shall be forwarded to the local union and international union. All deductions shall cancel upon the termination date of this Agreement unless the parties mutually agree to continue this Agreement.

### **ARTICLE 3 FAIR SHARE FEE**

**Section 3.1.** Sixty (60) days following the date of hire, each employee who is not a member of the union shall be required as a condition of employment to pay the union a fair share fee to cover each employee's prorated share of:

- (1) The direct costs incurred by the union in negotiating and administering this Agreement, and of settling grievances and other disputes arising under this Agreement; and
- (2) The union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees of the bargaining unit covered by this Agreement.

Fair share fees shall be deducted and remitted during the same period as dues deduction. The Employer's responsibility to deduct such fair share fees is contingent, however upon the union's fulfillment of all obligations imposed upon it by this Article and its internal agency fee payer objection policy.

**Section 3.2.** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of this Article regarding the deduction of fair share fees. The union hereby agrees that it

will indemnify and hold the Employer harmless from any claims, actions, or proceeding 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.

#### **ARTICLE 4** **MANAGEMENT RIGHTS**

**Section 4.1.** The Sheriff maintains exclusive right and authority to administer the business of the Sheriff's Office in addition to other functions and responsibilities which are required by law. The Sheriff has the full right and responsibility to direct the operations of the Office, promulgate rules and regulations and otherwise exercise the prerogatives of management, which particularly include, but are not limited to, the following sections.

**Section 4.2.** More specifically, these rights include, but are not limited to:

- a. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as functions and programs of the employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- b. Direct, supervise, evaluate, or hire employees;
- c. Maintain and improve the efficiency and effectiveness of Sheriff's Office operations;
- d. Determine the overall methods, process, means or personnel by which operations are to be conducted;
- e. Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
- f. Determine the adequacy of the work force;
- g. Determine the overall mission of the Sheriff's Office and take actions to carry out the mission of the Office; and
- h. Effectively manage the work force.

**Section 4.3.** The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as those that affect wages, hours, terms, and conditions of employment, and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement.

**ARTICLE 5**  
**WAIVER OF CIVIL SERVICE AND RELATED STATUTES**

**Section 5.1.** The Employer and IUPA agree that this Agreement supersedes and replaces all pertinent statutes, and civil service rules and regulations over which it has authority to supersede and replace. This Agreement shall constitute the full and complete understanding between the parties in regard to wages, hours, terms or conditions of employment, and all provisions of Ohio Revised Code, Chapter 124.01 through 124.56 are replaced by the provisions contained in this Agreement. 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 represented within this bargaining unit.

**Section 5.2.** The parties further agree and intend that Ohio Revised Code Sections 9.44, 325.19, and 4111.03 and any statute allowed by Ohio law have been lawfully superseded by this agreement. In accordance with the provisions of Ohio Revised Code 4117.10(A), the articles listed in the Table of Contents of this Agreement, specifically supersede and/or prevail over those subjects described in the Ohio Revised Code or the Ohio Administrative Code.

**ARTICLE 6**  
**NO STRIKE/NO LOCKOUT**

**Section 6.1.** Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Henry County.

**Section 6.2.** The union agrees that the local union will, within two (2) weeks after the date of the signing of this Agreement, serve upon the Employer a written notice, which will list the union's authorized representative who will deal with the Employer and make commitments for the union.

**Section 6.3.** The union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage or any other interruption of operations or services of the Employer by bargaining unit employees.

**Section 6.4.** Any officer or trustee of the union, upon notice from the Employer of such job action shall take whatever affirmative steps reasonably within their ability that are necessary to end such job action, and will not, in any fashion or manner, encourage, ratify, condone, suggest, or participate in any such job action.

**Section 6.5.** The Employer may seek legal remedy, including what is provided under 4117 of the O.R.C. In addition to any other remedies available to the Employer, any employee(s) who individually or collectively violate Section 6.3 of this Agreement, shall be subject to discipline, up to and including discharge by the Employer.

**Section 6.6.** The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of bargaining unit members during the term of this Agreement, unless those members have violated Section 6.3 of this Agreement.

## **ARTICLE 7** **NON-DISCRIMINATION**

**Section 7.1.** The Employer agrees not to restrain or coerce any employee because of union membership or because of any authorized employee activity in an official capacity on behalf of the union, and there shall be no unlawful disparate treatment, restraint or coercion by the Employer or its representatives against any employee exercising the right to union membership or involvement in the union activities.

**Section 7.2.** The union agrees not to interfere with the rights of employees to not become members of the union, and there shall be no unlawful disparate treatment, restraint or coercion by the union or its representatives against any employee exercising the right to abstain from membership in the union or involvement in the union activities.

**Section 7.3.** The Employer, the union, and each employee agrees to comply with all applicable laws or constitutional provision or resolution forbidding discrimination on account of race, religion, national origin, ancestry, age, sex, disability, or military status.

**Section 7.4.** All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

## **ARTICLE 8** **GRIEVANCE PROCEDURE**

**Section 8.1.** The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement.

**Section 8.2.** A grievance, under this procedure, may be brought by any member of this bargaining unit. Where a group of the bargaining unit members desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such group will process the grievance.

**Section 8.3.** All grievances must be processed at the proper step in the progression in order to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step. The parties may by mutual agreement waive the time lines. Such waiver shall be in writing to be an effective waiver.

**Section 8.4.** Wherever used in this procedure, unless otherwise specified, “days” shall mean the scheduled workdays of the grievant.

**Section 8.5.** When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment or any such grievance, the appropriate union grievance representative will be notified of his right to be present at the adjustment.

**Section 8.6.** Steps: Grievances must be submitted within six (6) work days of the incident giving rise to the grievance or six (6) workdays from the time the employee knew, or through reasonable diligence should have known, that a grievance may exist.

**Step 1:** There shall be an earnest, honest effort to settle disputes and controversies promptly through oral discussions between the employee and his immediate supervisor. Any matter which cannot be resolved through these discussions and meets the definition of a grievance as defined herein, may be submitted through the formal grievance procedure within two (2) days of the supervisor’s verbal answer.

**Step 2: Chief Deputy** — If the grievance is not settled at Step 1, within the time limits stated above, the employee shall submit a written grievance to the Chief Deputy. It shall be the responsibility of the Chief Deputy to investigate the matter and to provide a written response to the employee within five (5) calendar days following the day on which the matter is submitted to the Chief Deputy.

**Step 3: Sheriff** — If the grievance is not settled at Step 2, the employee shall submit the grievance to the Sheriff, or his designee, within five (5) workdays of the receipt of the Step 2 response. The Sheriff or his designee shall provide a written response to the employee within five (5) calendar days following the day on which the matter is submitted.

**Step 4: Arbitration** — The union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within fourteen (14) calendar days from the date of the final answer on a grievance from Step 3, the union shall notify the Employer of its intent to seek arbitration over an unresolved grievance and follow the procedure outlined below:

- A. Upon timely notification to arbitrate, the IUPA reconsiders its decision, it may cancel the arbitration at any time prior to the arbitration hearing by serving written notice of its desire to cancel upon the Employer and the arbitrator. Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration.
- B. The arbitrator shall be selected in the following manner: Any grievance arising from or relating to the interpretation of this Agreement shall be submitted to arbitration administered by the American Arbitration Association (AAA) under its Labor Arbitration Rules. AAA will be requested to provide a panel of fifteen (15) Ohio arbitrators who are members of the National Academy of Arbitrators (NAA). The

arbitrator will be selected pursuant to AAA Rule 12. The cost of the AAA panel will be the responsibility of the party seeking arbitration.

- C. The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and shall be without power or authority to make any decision:
1. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or applicable law;
  2. Contrary to inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations, presently or in the future established by the Employer so long as such practice, policy or regulation does not conflict with this Agreement;
  3. Recommending any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or making any award based on rights arising under any previous agreement, grievance or practices; or
  4. Establishing any new or different wage rates not negotiated as part of this Agreement.

In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline unless the employee is guilty of the excessive use of force or conduct unbecoming a law enforcement officer. 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.

- D. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines that the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.
- E. The decision of the arbitrator shall be final and binding on the grievant, the union and the Employer. The arbitrator shall be requested to issue his decision within sixty (60) calendar days after the conclusion of the testimony and argument or submission of final briefs.
- F. The costs and fees of the arbitrator shall be borne by the losing party. In the event that the arbitrator's decision fails to grant the requested award of either party and represents a "split decision," the cost and fees of the arbitrator shall be borne equally

by the parties. The arbitrator shall be requested to rule on the assignment of costs at the time of presentation of the award. The expenses of any non-employee witness shall be borne, if any, by the party calling them.

- G. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

**Section 8.7.** All written grievances must contain the following information to be considered:

- A. Aggrieved employee's name and address;
- B. Aggrieved employee's classification;
- C. Date grievance was first discussed;
- D. Date grievance is being filed in writing;
- E. Name of supervisor with whom the grievance was discussed;
- F. Date and time grievance occurred;
- G. Where grievance occurred;
- H. Description of incident giving rise to the grievance;
- I. Articles and sections of the Agreement violated;
- J. Resolution requested.

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

## **ARTICLE 9** **INVESTIGATION/DISCIPLINE**

**Section 9.1.** Any investigative questioning regarding charges of employment misconduct shall be made under the following conditions:

- The employee shall be apprised of the nature of the suspected misconduct as it is known at the time and be given the opportunity to have an IUPA representative present.
- Prior to questioning, employees (including witnesses) shall be informed that failure to respond or failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.
- Either party may tape record the predisciplinary conference or investigative interview.

**Section 9.2.** Anytime the Employer or any representative of the Employer has reason to discipline any employee, it shall be done in a professional and businesslike manner that will not embarrass the employee before the other employees or the public.

**Section 9.3.** No employee shall, for disciplinary reasons, be reduced in rank, suspended, or discharged except for just cause.

**Section 9.4.** Discipline may include:

- A. Verbal warning,
- B. Written reprimand,
- C. Suspension or demotion, or
- D. Termination.

**Section 9.5.** Whenever the Employer determines that an employee may be suspended or terminated for disciplinary reasons, the Employer shall notify the employee in writing of the charges against the employee, the nature of the charges being investigated and generally the explanation of the Employer's evidence supporting the allegations.

**Section 9.6.** Whenever the Sheriff or the Sheriff's designee determines an employee may be disciplined for just cause (including all suspensions, reductions in rank or terminations), a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct.

**Section 9.7.** Predisciplinary conferences will be conducted by a hearing officer who may be the Sheriff or a designee selected by the Sheriff from those supervisors not directly in the employee's chain of command or some other neutral person.

**Section 9.8.** Only disciplinary action involving a termination, reduction in rank, or a suspension may be appealed through the grievance procedure.

**Section 9.9.** At the conference the employee may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred. The employee may be represented by an IUPA representative. The employee shall provide a list of witnesses to the Sheriff not later than four (4) hours prior to the predisciplinary conference. It is the employee's responsibility to notify witnesses that the employee desires their attendance at the conference. If requested prior to the conference the affected employee or the employee's representative will be provided access to all evidence in the possession of the Employer. The Sheriff will attempt to schedule such conference at a mutually agreed time with the IUPA representative.

**Section 9.10.** The employee or the employee's representative will be permitted to confront and cross examine witnesses. A written report will be prepared by the hearing officer concluding as to whether or not the alleged conduct occurred. A copy of this report will be provided to the employee within five (5) days of the hearing.

**ARTICLE 10**  
**PROBATIONARY PERIODS**

**Section 10.1.** Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer after receiving his basic certification, and shall continue for one (1) year. The maximum probationary period shall not exceed 18 months from the date of hire. Newly hired employees already possessing their basic certification shall begin the probationary period upon hire, with the probationary period extending for a one (1) year period. A newly hired probationary employee may be terminated any time during the probationary period and shall have no appeal over such removal.

**Section 10.2.** A newly promoted employee will be required to successfully complete a probationary period for a newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of one (1) year. A newly promoted employee who evidences unsatisfactory performances may be returned to his former position any time during the employee's probationary period. Such return shall not be considered as discipline and the employee may be considered for future promotions.

**Section 10.3.** The Employer will conduct at least one (1) performance evaluation prior to the end of each employee's new hire or promotional probationary period to measure the employee's fitness to continue in the position.

**Section 10.4.** Probationary employees shall not be eligible for promotion to any other position until they have completed their probationary period.

**ARTICLE 11**  
**DRUG/ALCOHOL TESTING**

**Section 11.1.** Drug/Alcohol testing may be conducted on employees upon reasonable suspicion, including but not limited to post-accidents and post-shooting incidents.

**Section 11.2.** The alcohol testing procedure shall be done as is done to detect drivers operating a motor vehicle under the influence on a breath testing device. A positive result shall be cause for the Employer to proceed with progressive discipline.

**Section 11.3.** All drug screening tests shall be conducted by laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) or certified by a SAMHSA-recognized certification program. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples shall be contained in two (2) separate containers for use in the prescribed testing procedures.

**Section 11.4.**

- A. If a drug confirmation test is positive, the employee may, upon written request and at the employee's own expense, have the split sample retested by a SAMHSA certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.
- B. In the event the split sample test confirms the results of the first test, the Employer may proceed with progressive discipline.
- C. In the event that the split sample test contradicts the result of the first test, the split sample result will be determined to be the final result. The employee may be subject to verbal counseling by the Employer.
- D. Any refusal to submit to a test requested by the Employer shall be deemed a positive result and is considered insubordination subject to discipline up to and including termination.

**Section 11.5.** Use of illegal controlled substances is grounds for immediate termination. An employee who has tested positive for alcohol or has been found to be abusing a legal drug may be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel. Failure by the employee to successfully complete any employee assistance or detoxification program shall be grounds for termination.

**Section 11.6.** Nothing this article shall be construed as a waiver of the Employer's right to determine the discipline of employees who abuse legal or illegal drugs.

**ARTICLE 12**  
**SENIORITY**

**Section 12.1.** Seniority shall be computed on the following basis:

- A. Permanent shift bidding rights — classification seniority;
- B. Overtime call out — classification seniority;
- C. Layoff/Recall — total continuous service with the Employer (total seniority).

The following situation shall not constitute a break in the continuous service:

- A. Absence while on approved leave of absence;
- B. Absence while on approved sick leave or disability leave;
- C. Military leave;

D. A layoff of one (1) year duration or less, seniority shall not accrue during layoff.

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

- A. Discharge;
- B. Retirement;
- C. Layoff for more than one (1) year;
- D. Failure to return to work within ten (10) calendar days of a recall from layoff absent extenuating circumstances such as illness, injury, or disability;
- E. Failure to return to work at the expiration of leave of absence; and
- F. Resignation.

**Section 12.2.** Ties in seniority shall broken by date of hire, then the last four (4) digits of the employee's social security number.

**Section 12.3.** "Seniority" as defined in Section 12.1 of this Article shall apply wherever the term "seniority" is used in this Agreement.

**Section 12.4.** "Classification seniority" shall be calculated on the basis of uninterrupted service with the Employer within a classification. Where more than one (1) employee has been promoted on the same date, classification seniority shall be determined by the last four (4) digits of the employee's social security number. The highest number shall be the most senior.

## **ARTICLE 13** **LAYOFF/RECALL**

**Section 13.1.** When the Employer determines that a long-term layoff or job abolishment is necessary, the Employer shall notify the affected employees five (5) days in advance of the effective day of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible. The Employer, upon request from the union, agrees to discuss the impact of the layoff on bargaining unit employees with representative of the union.

**Section 13.2.** The Employer shall determine in which classifications and which work section(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their classification seniority. The employee affected may then bump to the next lower level based on total seniority. When two or more employees have relatively equal experience, skill, ability, and qualifications to do the work without further training, the employee(s) with the least seniority will be laid off first. The employee affected by the bumping may then bump to the next level based on total

seniority. An employee wishing to bump a dispatcher must possess LEADS certification and basic training for the position, or obtain same within ninety (90) calendar days. Recalls shall be in reverse order.

**Section 13.3.** Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

**Section 13.4.** Notice of recall from a long-term layoff shall be sent to employee by certified or registered mail with a copy to the union. The Employer may comply by mailing the recall notice by certified or registered mail, return receipt requested, to the last mailing address provided by the employee.

**Section 13.5.** In the case of a long term layoff, the recalled employee shall have five (5) calendar days upon receipt of the recall notice to notify the Employer of the employee's intention to return to work and shall have ten (10) calendar days upon receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

**Section 13.6.** The parties agree that the layoff and recall provisions of Article 18 specifically supersede the provisions of Ohio R.C. Sections 124.321 through 124.328 as they apply to bargaining unit employees.

## **ARTICLE 14** **WORK RULES**

**Section 14.1.** The IUPA recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules consistent with the Employer's statutory authority to regulate personal conduct of the employees, and conduct of the Employer's operations, services, programs, and business.

**Section 14.2.** The Employer understands that work rules shall not violate express terms of this Agreement.

**Section 14.3.** The Employer will provide seven (7) days notification of its intent to apply new or amended rules. Such new or amended rules will be made available to employees. The Employer may be required to apply new rules in less than seven (7) days in cases of emergency or as required by law.

**ARTICLE 15**  
**HOLIDAYS**

**Section 15.1.** Employees shall receive holiday pay as defined below, for the following holidays, which shall be observed on the day indicated:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 <sup>th</sup>

All employees shall receive pay [eight (8) hours] not considered as active pay status for overtime purposes, at the employee's base hourly rate, regardless of whether they work the holiday or not, provided the employee is being compensated for hours in active pay status prior to and after the holiday. Holiday pay will be paid to an employee for all holidays on the last pay period in November of each year. Employees who terminate employment prior to such date will have their holiday pay at a prorated basis provided to them in the employee's final paycheck. Employees who terminate their employment after receiving their holiday pay shall have any applicable holiday pay reduced from the employee's final paycheck.

**Section 15.2.** Employees who work on a holiday shall receive one and one-half (1 ½) times their regular rate of pay for all hours worked in addition to the holiday pay.

**Section 15.3.** Employees shall be paid their regular hourly rate or salary for all time spent on approved vacation leave; excluding sick leave (at the discretion of the Sheriff). Any employee taking one (1) holiday/vacation day can not bump a lower seniority employee from vacation if the lower seniority employee has taken a block of five (5) continuous vacation days. For all bargaining unit employees this shall be forty-two and one-half hours (42 ½ hrs) except for employees assigned as detectives which shall be forty (40) hours.

**Section 15.4.** Each member of the bargaining unit shall receive three (3) personal days annually that shall be used in the calendar year earned. Personal days shall not accrue and will not be paid if unused upon termination of employment.

**ARTICLE 16**  
**VACATION**

**Section 16.1.** The Sheriff's Office provides vacation leave to all employees to recognize length of service and to give the employee time away from the job.

**Section 16.2.** Vacation leave is granted to employees based upon length of service, and number of hours normally scheduled in a biweekly pay period, in accordance with the following schedule. Vacation leave pay for employees whose normal work schedule is less than eighty (80) hours per week shall be prorated to number of hours normally worked.

<u>Years of service</u>	<u>Vacation Accrual</u>
After one (1) years	Two (2) weeks (up to eighty (80) paid hours)
After eight (8) years	Three (3) weeks (up to one hundred twenty (120) paid hours)
After fifteen (15) years	Four (4) weeks (up to one hundred sixty (160) paid hours)
After twenty (25) years	Five (5) weeks (up to two hundred (200) paid hours)

**Section 16.3.** Employees earn vacation benefits for all hours worked in active pay status, as defined below, according to the following schedule.

<u>Employees who are entitle to:</u>	<u>Earn vacation at the following per hour rate:</u>
Two (2) weeks	0.03875 hours
Three (3) weeks	0.0575 hours
Four (4) weeks	0.0775 hours
Five (5) weeks	0.09625 hours

**Section 16.4.** For purposes of calculating vacation, active pay status shall be defined as hours actually worked, paid sick leave, personal leave, vacation leave, authorized holidays, and funeral leave. Additional vacation leave is not accrued through the accumulation of paid overtime.

**Section 16.5.** Vacation leave shall be calculated and recorded to four (4) decimal places (e.g., 3.1000).

**Section 16.6.** An employee is entitled to have prior service with the state of Ohio, any Ohio county, or any other political subdivision of the state counted for the purpose of computing vacation leave with the Sheriff's Office. The anniversary date of employment, for vacation leave computation purposes, is the anniversary date of such prior service. Years of part-time service with Henry county or any other county or political subdivision of the state shall be treated the same as years of full-time service for the purpose of determining years of service accrued necessary to calculate vacation leave.

**Section 16.7.** Employees shall be paid their regular hourly rate or salary for all time spent on approved vacation leave.

**Section 16.8.** Vacation scheduling is subject to the approval of the Sheriff, who may deny any request based upon the Office's operation needs, workload requirements or other business reason.

**Section 16.9.** All vacation leave requests must be in writing, and submitted in accordance with the time frames as specified by the Sheriff. No employee shall take vacation leave prior to notification of approval by the Sheriff or designee.

**Section 16.10.** Vacation leave taken which has not been prior approved shall be denied by the Sheriff. The employee shall receive no pay for the period of unauthorized absence, and may be subject to appropriate disciplinary action.

**Section 16.11.** Vacation leave is to be taken in the twelve (12) months following the employee's anniversary date although it may be carried over upon the employee's request and the approval of the Sheriff or designee for a period of up to three (3) years following the anniversary date after the vacation leave is earned. No vacation shall carried over without prior written approval of the Sheriff.

**Section 16.12.** An employee is entitled to compensation, at the employee's current rate of pay, for the portion of any earned but unused vacation leave for the current year to the employee's credit at the time of resignation, discharge, layoff, or retirement. In addition, the employee shall be compensated for any unused vacation leave approved to be carried over, as provided for in this article.

## **ARTICLE 17** **SICK LEAVE**

**Section 17.1.** The parties recognize that sick leave is a benefit and abuse will not be tolerated. Employees shall accrue sick leave credit at the maximum rate of 0.0575 hours of sick leave for each hour of active pay status with the Employer. The earning of sick leave shall be according to the number hours of completed service in a pay period. Unused sick leave shall accumulate without limit.

**Section 17.2.** Active pay status for the purposes of accruing sick leave includes all hours in active pay status excluding hours of overtime. No employee shall earn sick leave while on unpaid leave, unpaid suspension, or layoff, etc.

**Section 17.3.** Sick leave shall be granted to an employee, upon approval by the Employer, for the following reasons:

- A. Illness, injury, or pregnancy-related condition of the employee.
- B. Exposure of an employee to a contagious disease which could be communicated to or jeopardize the health of the other employees.

- C. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner.
- D. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time, not to exceed five (5) days. One (1) of the days must be the date of the funeral.
- E. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
- F. Including medical, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.

**Section 17.4.** Immediate family for purposes of this Article means an employee's parents, spouse, children, other person related to the employee by blood or marriage who lives in the same household.

**Section 17.5.** When an employee is unable to report to work due to illness or injury, he shall notify the Sheriff or designee at least one (1) hour before the employee is scheduled to start work. An employee who expects to be on extended sick leave must notify the Sheriff or designee every day unless agreed otherwise.

**Section 17.6.** On a case-by-case basis, the Employer may require an employee to provide a written statement justifying sick leave use. Also, if the employee has used a hospital, clinic, doctor, dentist, psychologist, optician, or other practitioner, the Employer may require the employee to provide proof from the appropriate practitioner that the employee was examined, that the employee cannot work, or that the employee must take care of a member of the employee's immediate family.

**Section 17.7.** Approved sick leave shall be charged to employees in one (1) hour increments.

**Section 17.8.** An employee who uses sick leave for more than five (5) occasions shall provide the Employer a doctor's slip upon return to work. Failure to provide a doctor's slip after the fifth (5<sup>th</sup>) occasion may result in disciplinary action.

**Section 17.9.** An employee who has worked at least five (5) years, but less than ten (10) years with Henry County, the State of Ohio, or any of its political subdivisions, who retires from active service with the Employer shall, at the time of separation from employment with the Henry County Sheriff's Office, be paid twenty-five percent (25%) of the value of his accrued but unused sick leave credit. The maximum of such payment, however, shall be forty-five (45) days up to a maximum of three hundred sixty (360) hours.

**Section 17.10.** An employee who has worked ten (10) or more years with Henry County, the State of Ohio, or any of its political subdivisions, who retires from active service shall, at the time of separation from employment with the Henry County Sheriff's Office, be paid fifty percent (50%) of

the value of his accrued but unused sick leave credit. The maximum of such payment, however, shall be one hundred twenty (120) days up to a maximum of nine hundred sixty (960) hours.

Payment shall be based on the employee's hourly rate of pay at the time of retirement, and payment shall be made only once, and shall eliminate all sick leave credit accrued by the employee.

An employee who passes away while in active employment shall be considered to have terminated employment as of the date of their death. The surviving spouse or others, as specified in Section 2113.04 O.R.C. , will then be eligible to receive sick leave payment for which the decedent would have been otherwise qualified at time of retirement.

**Section 17.11** The employee or an employee's estate shall be paid 100% for all accrued sick hours if death or total disability as defined by PERS occurs as a result of an on duty injury.

**Section 17.12** Payment shall be based on the employee's base rate of pay at the time of retirement. As used in this Article "retirement" means disability or service retirement under the Public Employees Retirement System of Ohio.

## **ARTICLE 18**

### **ATTENDANCE BONUS**

**SECTION 18.1.** Any non-probationary employee who earns one hundred (100) hours of sick leave shall earn one (1) personal day per calendar year. Another two (2) more personal days leave shall be earned at two hundred (200) hours and three hundred (300) hours sick leave respectively per calendar year. Should the employee use five (5) sick day occurrences in a calendar year then the employee shall forfeit one (1) personal day, six (6) sick days will result in another forfeited and the seventh (7<sup>th</sup>) sick leave day will result in forfeiture of the third (3<sup>rd</sup>) personal day in the following calendar year. Personal leave days earned for attendance bonus are not accumulative and must be utilized during the calendar year in which they are earned or they are forfeited.

**SECTION 18.2.** A sick leave occurrence shall be each occurrence the employee requests sick leave except an occurrence will not be charged for sick leave request of less than four (4) hours. One (1) occurrence will be charged if employee uses two or more consecutive approved sick leave absences.

**Section 18.3.** Personal leave days earned in accordance with Section 18.1 must be requested at least twenty-four (24) hours in advance and will be approved or disapproved based upon the operational needs of the Sheriff's Office.

## **ARTICLE 19**

### **CIVIL LEAVE**

**Section 19.1.** The Employer shall grant full pay when an employee is summoned for jury duty or subpoenaed as a witness in a non-work related matter, during on-duty hours, by any court or other adjudicatory body as list in this Article. All compensation for such duty shall be refused by the employee unless such duty is performed totally outside of normal working hours.

**Section 19.2.** An employee released from jury or witness duty prior to the end of the employee's scheduled workday shall report back to work for the remaining hours.

**Section 19.3.** Employees scheduled to work third shift (11:00 pm – 7:30 am) on prior night of Jury Trial (arresting officer only) may be excused from work (unpaid) the night before the Jury Trial, per the discretion of the Sheriff.

**Section 19.4.** Employees who had worked third shift (11:00 pm – 7:30 am) the night before having witness duty or court related duty (not the arresting deputy) whose testimony or court duty last in excess of eight and one-half (8 ½ ) hours may be excused from work (paid) if the employee is scheduled to work the on-coming night, per the discretion of the Sheriff. Such paid leave shall not be considered as hours worked toward the employee's eligibility to earn overtime.

**Section 19.5.** Employees will honor an subpoena issued to them, including those from the Bureau of Worker's Compensation, Unemployment Hearing, and the State Employment Relations Board hearings.

**Section 19.6.** An employee must request prior approval for civil duty leave in order for such leave to be granted. The Employer may require verification of the civil duty leave performed by the employee prior to authorizing payment for the leave.

**Section 19.7.** The Employer is not required to pay employees when appearing in court criminal or civil, or any administrative proceeding, when the case is being heard in connection with the employee's personal matters such as traffic court, divorce proceedings, secondary employment (except as arresting deputy), appearing as directed with a juvenile, custody, or other matters in which the employee has a direct or indirect personal interest, etc.

## **ARTICLE 20**

### **UNPAID LEAVES OF ABSENCE**

**Section 20.1.** The authorization of a leave of absence is a matter of administrative discretion. The Employer in each individual case will decide if a leave of absence is to be granted.

**Section 20.2.** Unpaid leaves of absence will not exceed sixty (60) days in duration.

**Section 20.3.** Except for emergencies, an employee must request an unpaid leave absence at least thirty (30) days in advance.

**Section 20.4.** An employee may only use a leave of absence for the reason for which it was granted. If the Employer determines that the leave is being used for a different reason, the Employer may require the employee to return to work or may discipline the employee up to and including termination.

**Section 20.5.** An employee may not return from a leave of absence before the time granted for the leave expires, without the permission of the Employer.

**Section 20.6.** If an employee fails to return from leave upon the expiration of the leave, the Employer may consider the employee's failure to return as job abandonment, and may remove the employee from his job and consider the employee terminated at the time of the beginning of the leave.

## **ARTICLE 21** **MILITARY LEAVE**

**Section 21.1.** All employees who are members of the Ohio National Guard, the Ohio organized militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are performing service in the uniformed services as defined in Section 5903.01 of the Ohio Revised Code for up to twenty-two (22), eight (8) hour workdays or not to exceed 176 hours in any one calendar year. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. Employees who are members of those components listed in paragraph one above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. The leave will cover the official period of the emergency. This provision in no way abrogates a veteran's present or future rights.

**Section 21.2.** Employees are required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time.

**Section 21.3.** Employees who are members of those components listed above and who are called or ordered to military service for longer than a month for each calendar year, because of an executive order issued by the President of the United States, an act of Congress, or because of an order to perform duty issued by the Governor pursuant to Section 5919.29 or 5923.21 of the Revised Code are entitled, during the period designated in the act or order, to a leave of absence from their respective duties and to be paid each monthly pay period of that leave, the lesser of:

- A. the difference between the employer's gross monthly wage or salary and the sum of the employee's gross military pay and allowances received that month;
- B. \$500.00.

No employee will receive payment under this section, if the sum of the employee's gross military pay and allowances received in the period exceeds the employee's gross wage or salary.

**Section 21.4.** Employees who are members of those components listed above will be granted unpaid emergency leave for mob, riot, flood, civil defense or similar duties when so ordered by the Governor to assist civil authorities. The leave will cover the official period of the emergency.

**Section 21.5.** Individual and family insurance coverage may be provided by the military for employees called to active duty. Therefore such employees are encouraged to participate in the military insurance plan (and suspend Employer provided insurance) during the period that they are active in the military. However, at the request of the employee, who is called to active duty or at the request of the spouse or dependent of that person, the Employer shall continue health, medical and hospital benefit coverage for the duration of the time the person is on active duty. The person or spouse or dependent thereof requests the continuation of coverage and the Employer shall be liable for payment of the same costs for the coverage as if the person were not on a leave of absence.

## **ARTICLE 22** **FUNERAL LEAVE**

**Section 22.1.** In the case of a death of the employee's immediate family as defined below an employee shall be allowed up to five (5) days of funeral leave from the employee's sick leave balance. One of the days must be the date of the funeral. This time may be extended at the discretion of the Sheriff based upon the circumstances.

**Section 22.2.** For the purposes of this Article, immediate family shall be defined as the employee's mother, father, sister, brother, child, step-child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, or son-in-law, legal guardian, or other person who stands in the place of a parent.

**Section 22.3.** Time for funeral leave for a person not in the employee's immediate family, may be granted upon the employee's request and at the discretion of the Sheriff, with such leave to be deducted from the employee's vacation leave.

## **ARTICLE 23** **HOURS OF WORK/OVERTIME**

**Section 23.1.** The workweek extends from 12:01 am Sunday to midnight the following Saturday. The standard workweek for all full-time employees shall be normally forty (40) hours per week.

**Section 23.2.** Employees are entitled to overtime pay at one and one-half (1 ½) times their regular rate of pay for all hours in active pay status in excess of forty (40) hours in any given workweek.

**Section 23.3.** For purposes of calculating overtime hours in active pay status shall mean hours actually worked, vacation, jury duty, and other paid leave unless otherwise specified. Active pay status shall not mean time spent traveling to and from work and non-work time spent overnight on official Sheriff's Office business.

**Section 23.4.** There shall be no pyramiding of premium pay or duplication of payment for hours worked or paid.

**Section 23.5.** In the event an employee uses sick leave prior to or after scheduled overtime in the same 80 hour pay period, the following will apply:

- A. first time — counseling
- B. second time — verbal warning
- C. third time — written reprimand
- D. fourth time — one (1) day suspension

This work rule shall apply per calendar year, January 1 through December 31 of each year.

## **ARTICLE 24** **PERMANENT SHIFTS**

**Section 24.1.** There shall be permanent non-rotating shift for all employees.

**Section 24.2.** Only employees who have completed their probationary periods shall be permitted to bid for a permanent shift.

**Section 24.3.** In the event that back-fill is required and/or the establishment of new shifts occurs after annual bidding process, the following process shall be followed:

1. A request for volunteers shall be posted and the most senior employees shall be awarded the vacancy.
2. If a sufficient number of volunteers do not respond, the reverse seniority shall be implemented. Probationary employees shall be excluded from this process.

**Section 24.4.** Shift preference bumping rights shall be computed on the basis of classification seniority.

**Section 24.5.** The shift bidding shall occur on an annual basis prior to January 1<sup>st</sup>.

**Section 24.6.** Upon a vacancy the opening will be filled on a seniority basis.

**ARTICLE 25**  
**MINIMUM CALL-IN/COURT TIME**

**Section 25.1.** Employees called into work or court during off-duty time which does not carry-over into the employee's normally scheduled hours of work or extend the employee's normal scheduled hours of work shall be paid a minimum of two (2) hours pay at one and one-half (1 ½) times the employee's base rate of pay. Upon completion of the applicable court time or call-in time the employee is relieved from duty.

**ARTICLE 26**  
**OVERTIME CALL-OUT**

**Section 26.1.** Where the circumstances dictate that a shift be filled or additional personnel called-out the following rotation shall apply:

1. If an employee takes planned preapproved leave, the employer, at his discretion, may require the "Flex" officer to work a different shift or hours than originally assigned. Flex officer will be defined as the Deputy that works on a 5 days on and 2 days off work schedule.
2. If Sec 26.1.1 is not applicable the employee off duty from the shift involved will be offered first, followed by the shift Sergeant if applicable. Then from the other shifts beginning with the most senior Deputy followed by the next senior, etc. Then any other Sergeant beginning with the most senior Sergeant.
3. If all refuse, then the Employer will proceed to hold over for four (4) hours and call in personnel for four (4) hours. The lowest seniority Deputy from the shift immediately before and immediately after the affected shift shall be ordered to work.

**ARTICLE 27**  
**SICK LEAVE CALL-IN**

**Section 27.1.** Where circumstances dictate that a slot on a shift be filled for call-in sick leave absence, the following shall apply:

1. Sick leave call-in may at the discretion of the Sheriff or Chief Deputy be split between the shifts before and after the affected shift.
2. If an employee takes planned preapproved sick leave, we will follow the schedule set in Section 26.1.1.
3. If all refuse, then the Employer will proceed to hold over for four (4) hours and call in personnel for four (4) hours. The lowest seniority Deputy from the shift immediately before and immediately after the affected shift shall be ordered to work.

**ARTICLE 28**  
**WAGES**

**Section 28.1.** The following tables shall be the wage scale for the bargaining unit members. Wage increases shall occur on the employee's anniversary date. The Sheriff may place a newly hired deputy with prior law enforcement experience at a rate that the Sheriff determines in order to attract new employees with prior experience. Such determination of prior experience shall only be for wages and the rate of vacation accrual. Steps are based on seniority within classification series with Henry County Sheriff's Office.

DEPUTIES	JANUARY 1, 2014 REPRESENTS 3% INCREASE	JANUARY 1, 2015 REPRESENTS 3% INCREASE	JANUARY 1, 2016 REPRESENTS 3% INCREASE
UPON HIRE	\$18.64 hr	\$19.20 hr	\$19.78hr
AFTER ONE YEAR	\$19.58 hr	\$20.17 hr	\$20.78 hr
AFTER TWO YEARS	\$20.56 hr	\$21.18 hr	\$21.82 hr
AFTER THREE YEARS	\$21.59 hr	\$22.24 hr	\$22.91 hr
AFTER FOUR YEARS	\$22.67 hr	\$23.35 hr	\$24.05 hr
AFTER FIVE YEARS (FULL PAY)	\$23.80 hr	\$24.51 hr	\$25.25 hr

DISPATCHERS	JANUARY ,2014 REPRESENTS 3% INCREASE	JANUARY 1,2015 REPRESENTS 3% INCREASE	JANUARY 1,2016 REPRESENTS 3% INCREASE
UPON HIRE	\$15.34 hr	\$15.80 hr	\$16.27 hr
AFTER ONE YEAR	\$16.10 hr	\$16.58 hr	\$17.08 hr
AFTER TWO YEARS	\$16.90 hr	\$17.41 hr	\$17.93 hr
AFTER THREE YEARS	\$17.75 hr	\$18.28 hr	\$18.83 hr
AFTER FOUR YEARS	\$18.63 hr	\$19.19 hr	\$19.77 hr
AFTER FIVE YEARS (FULL PAY)	\$19.56 hr	\$20.15 hr	\$20.75 hr

911 COORDINATOR	JANUARY 1,2014 REPRESENTS 3% INCREASE	JANUARY 1,2015 REPRESENTS 3% INCREASE	JANUARY 1,2016 REPRESENTS 3% INCREASE
UPON HIRE	\$21.12 hr	\$21.75 hr	\$22.40 hr

SERGEANTS	JANUARY 1, 2014 REPRESENTS 2% INCREASE	JANUARY 1,2015 REPRESENTS 2% INCREASE	JANUARY 1, 2016 REPRESENTS 2% INCREASE
UPON PROMOTION	\$26.22 hr	\$26.74 hr	\$27.27 hr

LIEUTENANTS	JANUARY 1, 2014 REPRESENTS 2% INCREASE	JANUARY 1,2015 REPRESENTS 2% INCREASE	JANUARY 1, 2016 REPRESENTS 2% INCREASE
UPON PROMOTION	\$27.53 hr	\$28.08 hr	\$28.64 hr

Longevity payment shall be based on the full rate as follows:

After seven (7) years: 2% above base

After seventeen (17) years: 6% above base

After twelve (12) years: 4% above base

After twenty-two (22) years : 8% above base

## **ARTICLE 29** **INSURANCE**

**Section 29.1.** The employer shall, for the term of this Agreement, make available to each full-time employee in active pay status the health insurance plan provided to other Henry County employees by the board of Commissioners. The method of provision of these benefits shall be determined by the Employer.

**Section 29.2.** The Employer and employees shall share the cost of these benefits as follows the Employer shall pay ninety-five percent (95%) of the cost and the employee shall pay five percent (5%) of the cost. The employee's cost shall not increase by more than ten percent (10%) each calendar year.

**Section 29.3.** Each employee can choose from any health insurance program offered by the Employer.

**Section 29.4.** Employees who choose not to utilize the Employer provided health insurance program shall be reimbursed a sum of \$1000.00 annually (or greater amount if deemed by the Board of Commissioners). To be paid on a date as determined by the Employer. The employee must be employed by the employer at the time of this payment in order to receive such payment.

**ARTICLE 30**  
**LIFE INSURANCE**

**Section 30.1.** The Employer shall provide each employee within the bargaining unit life insurance protection during their employment at no cost to employee at a value of thirty thousand dollars (\$30,000).

**ARTICLE 31**  
**DEFERRED COMPENSATION PROGRAM**

**Section 31.1.** The employer shall extend to all employees the opportunity to join any current and future deferred compensation programs provided by the Board of County Commissioners.

**ARTICLE 32**  
**PENSION FUND PROVISION**

**Section 32.1.** Employees shall be provided coverage under the Public Employees Retirement System to the extent required by the Ohio Revised Code.

**ARTICLE 33**  
**UNEMPLOYMENT COMPENSATION**

**Section 33.1.** Employees shall be provided, by the Employer, unemployment compensation coverage to the extent required by the Ohio Revised Code.

**ARTICLE 34**  
**PERSONNEL FILES**

**Section 34.1.** Each employee may request to inspect his official personnel file maintained by the Employer. Inspection of personnel files shall be by scheduled appointments. Appointments shall be during the regular scheduled work hours of the Employer's Personnel Office. An employee shall be entitled to have his assigned steward accompany him during such review. An employee shall be entitled to one copy of any documents in his file which are not confidential by law.

**Section 34.2.** The Sheriff shall comply with Section 149.23 of the O.R.C. with respect to requests to review employee personnel files by any entity requesting review.

**Section 34.3.** If, upon examining his personnel file, any bargaining unit member believes that there are inaccuracies in documents contained therein, he may submit a letter of explanation. After the Employer has dated and initialed the letter for the sole purpose of acknowledging receipt, the letter

shall be attached to the document containing the alleged inaccuracy. The acknowledgement signature by the Employer does not indicate concurrence or disagreement with the employee's letter.

**Section 34.4.** Records of oral and written reprimands shall cease to have force and effect twenty-four (24) months after their effective date. All other records of disciplinary action shall cease to have force and effect thirty-six (36) months after their effective date, providing that there has been no intervening disciplinary action for the same or similar offense taken during that time period.

### **ARTICLE 35** **VOLUNTEER FIRE AND EMS**

**Section 35.1.** When an employee who is a volunteer firefighter or volunteer provider of emergency medical services is late to work or absent from work because of an emergency to which the employee was dispatched as a volunteer, the employee is expected to notify the Employer at least one (1) hour prior to the start of the employee's regularly scheduled shift that the employee will be late or will be absent from work. Such late or absent employee will also be required to provide the Employer with a statement from the Chief of the volunteer fire department or director of the medical services organization, stating the employee responded to an emergency and the time of that response. Each such employee under this section shall recognize that the employee's primary responsibility is to the Employer and any such time lost from assigned duties will be kept to the absolute and necessary minimum for such volunteer services. Any time used as a volunteer in responding to such an emergency may be flexed or deducted from the employee's vacation leave balance at the discretion of the Sheriff. Employees with no accrued vacation or leave available may be on unpaid leave.

### **ARTICLE 36** **UNIFORMS AND DRY CLEANING**

**Section 36.1.** Upon initial hire, the Employer shall provide uniforms and equipment for those bargaining unit employees required by the Employer to wear a specific uniform. The Sheriff shall determine the appropriate uniform to be worn by the employees upon reporting for duty.

Uniform items shall be replaced by the Employer on an as-needed basis. Examples of items needing replaced would be excessive wear, torn, faded, ill fitting, out of style, etc. Any articles lost or damaged through negligence of the employee shall be replaced at the employee's expense. The Employer will also provide uniform dry cleaning to uniform employees.

**Section 36.2.** All uniforms and equipment purchased by the Employer shall remain the property of the Employer. Upon termination of employment, the employee shall return such uniform or clothing items to the Employer.

**Section 36.3.** The Employer agrees to provide employees assigned to plains clothes duty an annual clothing allotment of five hundred dollars (\$500.00) per year to be paid the first of each year.

**ARTICLE 37**  
**BULLETIN BOARDS**

**Section 37.1.** The Employer shall provide the IUPA a bulletin board provided that:

- A. Such bulletin board shall be used for the posting of notices bearing the written approval of the IUPA Associate or an official representative of the IUPA, and shall be solely for IUPA business; and
- B. No notice or other writing may contain anything political, discriminatory, or critical of the Employer or any other institution or of any employee or other person; and
- C. Upon request from an appropriate official of the Employer, the IUPA will immediately remove any notice or other writing that the Employer believes violates sub-paragraphs (A) and (B).
- D. The Sheriff shall approve the quality, color and size of such bulletin board prior to erection in a location approved by the Sheriff.

**ARTICLE 38**  
**LABOR MANAGEMENT MEETINGS**

**Section 38.1.** In the interest of sound labor/management relations, once each quarter or as mutually agreed, the Employer and/or designee(s) shall meet with not more than three(3) members of the bargaining unit, upon written request:

- A. Discuss the administration of this Agreement;
- B. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed by the parties;
- C. Disseminate general information of interest to the parties;
- D. Discuss ways to improve efficiency and increase productivity within the Sheriff's office;
- E. To promote harmonious relations between the Employer and the union in the best interest of the community; and
- F. To discuss safety and health issues of the Office that may effect members of the bargaining unit(s).

**Section 38.2.** The party requesting the meeting will submit an agenda at least five (5) days prior to the meeting specifying the topics they wish to discuss and the names of the union representatives who will be attending.

**Section 38.3.** Employee representatives who are scheduled to be on duty during the time of the meetings shall suffer no loss. It is understood by the parties that any employee on duty may be required to return to duty due to operational needs of the Office. Employees attending while off duty shall not be compensated for attending such meetings.

**Section 38.4.** The minutes of the labor/management meetings shall be taken by each party.

### **ARTICLE 39 UNION REPRESENTATION**

**Section 39.1.** The Employer shall grant reasonable access to non-employee representatives of the union to attend meetings or perform duties, to the extent the meetings or duties are specifically allowed by this Agreement.

**Section 39.2.** The Employer shall recognize three (3) employees to act as union stewards for purposes of representation as specifically outlined in this Agreement.

**Section 39.3.** Stewards shall write and investigate grievances on non-work time. If grievance or disciplinary hearings are scheduled during an employee's regular work hours, the employee shall not suffer any loss of pay or benefits while attending the hearing.

**Section 39.4.** The union agrees that no representatives of the union either employee or non-employee, shall interfere with, interrupt or disrupt the normal work duties of employees. Unauthorized activity shall cease upon demand of the Sheriff or designee, and any failure to cease unauthorized activities may subject the offending employee(s) to disciplinary action.

### **ARTICLE 40 WAIVER IN CASE OF EMERGENCY**

**Section 40.1.** In cases of a publicly declared emergency by the President of the United States, the Governor of the State of Ohio, the Federal or State Legislature, or the Henry County Sheriff, such as acts of God, natural disaster, civil disorder, national or local emergency the following conditions of this Agreement may be suspended:

- A. Time limits for the Employer's or the IUPA's replies on grievances.
- B. Provisions of this Agreement relating to the assignment of employees.

**Section 40.2.** Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance(s) had properly progressed).

## **ARTICLE 41**

### **SEVERABILITY**

**Section 41.1.** In the event that any provision of the Agreement is found to be contrary to law, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect, and the parties shall meet at mutually agreeable times in an attempt to discuss a lawful provision on the same subject matter, if practicable subject to impasse procedure provided by this Agreement and applicable law.

## **ARTICLE 42**

### **DURATION**

**Section 42.1.** This Agreement shall be effective as of July 1, 2013 and shall expire at 12:00 midnight on June 30, 2016, however, it shall be renewed automatically on its termination date for another year in the form in which it has been written unless one party gives written notice as provided herein, the parties further agree that no wage and benefit increase shall occur prior to March 23, 2014.

**Section 42.2** If either party desires to modify, amend or terminate this Agreement, it shall notify the other in writing 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 of intent shall be given my mail.

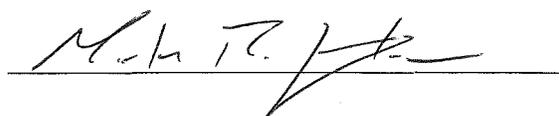
**Section 42.3** The parties acknowledge that during the negotiations which resulted in this Agreement each had the right to make proposals on any subject matter not removed by law from the area of collective bargaining. The entire understandings and Agreements reached by the parties during such negotiations are set forth in this Agreement. It is expressly understood that the Ohio Department of Administrative Services and the Ohio State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining units.

In Witness Whereof, the parties have agreed to and have executed this Agreement in triplicate at Henry County, Ohio, this 20 day of March, 2014.

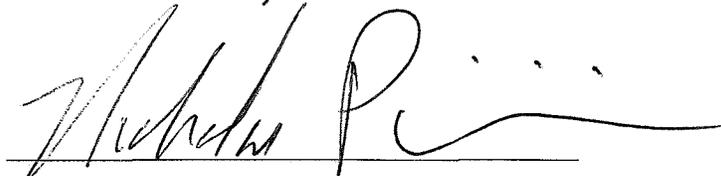
FOR THE HENRY COUNTY SHERIFF

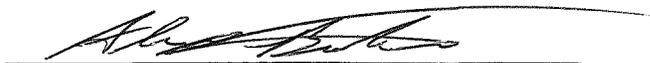
FOR THE INTERNATIONAL UNION OF POLICE ASSOCIATIONS

  
Michael Bodenbender, Henry County Sheriff

  
\_\_\_\_\_

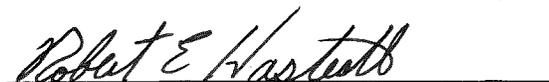
  
Arlen Cohrs, Chief Deputy

  
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FOR THE HENRY COUNTY COMMISSIONERS

APPROVED AS TO FORM

  
Robert Hastedt, President

  
John H. Hanna, Henry County Prosecutor