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07/22/2014

**AGREEMENT BETWEEN**  
**THE WILLIAMS COUNTY SHERIFF**  
**AND**  
**THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**

**Case No.**  
**2013-MED-09-1005 (Sergeants and Lieutenants)**

**EFFECTIVE**  
**through**  
**December 31, 2016**

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**ARTICLE 1**  
**PREAMBLE**

**Section 1.1.** This contract sets forth the agreements between the Williams County Sheriff's Office, hereinafter referred to as the "Employer" and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "Union" or the "OPBA" which represents employees of the Williams County Sheriff's Office, as specified herein, has as its purpose the following:

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

**ARTICLE 2**  
**RECOGNITION**

**Section 2.1 – Bargaining Units.** The Williams County Sheriff's Office recognizes the Ohio Patrolmen's Benevolent Association as the sole and exclusive bargaining agent for each of the two separate bargaining units described below, and as set forth in the Certification issued by the Ohio State Employment Relations Board in the cases numbered 2010-REP-09-0144.

Included: All full-time sergeants and above.

Excluded: Deputy sheriffs, management level employees, part-time employees, seasonal employees and casual employees, as defined or referred to in Sections 4117.01 (C), (F), (J), and (K), Ohio Revised Code, and further excluding all other employees.

**ARTICLE 3**  
**UNION SECURITY**

**Section 3.1.** The Employer agrees to deduct regular Union membership dues, initiation fees, or assessments twice per month, in accordance with this Article, from all employees eligible for the bargaining unit who have authorized such deductions.

**Section 3.2.** The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Dues deduction authorizations may be revoked by employees during the period December 2 through December 31 of each year. Dues deduction authorizations not revoked during this thirty (30) day period shall continue in effect for a successive contract year. Written notice of the dues deduction revocation shall be served upon the Employer and the Union by the employee to make the revocation effective.

**Section 3.3.** For the duration of this Agreement, the Employer agrees to remit the dues deducted from eligible bargaining unit employee's pay, in accordance with this Article once each month to the OPBA, 10147 North Royalton Road, North Royalton, Ohio 44133.

**Section 3.4.** The parties agree that the Employer assumes no obligation financial or otherwise, arising out of the provision of their Article regarding the deduction of Union dues or fair share fees. The union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceeding by an employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their deposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 3.5.** The Employer shall be relieved from making such individual dues deductions upon an employee's – (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; or (5) written revocation of the dues check off authorization.

**Section 3.6.** The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

**Section 3.7.** The parties agree that neither the employees nor the Union shall have claims against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

**Section 3.8.** The rate at which dues are to be deducted shall be certified in writing to the payroll clerk by the Union. One (1) month's notice in advance must be given the payroll clerk prior to making any changes in an individual's dues deduction.

**Section 3.9.** Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

**Section 3.10.** All employees who do not become members in good standing of the Union shall pay a fair share fee to the Union effective sixty (60) days from the employee's date of hire or upon revocation of the dues deduction authorization. The fair share fee shall not exceed the dues paid by members of the Union in the same bargaining unit. The fair share fee shall not be used to finance political and/or ideological activity. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration and pursuing matters directly affecting wages, hours, and other terms and conditions of employment of bargaining unit employees. The Employer shall implement the fair share deductions subject to the provisions of this Section. The Union shall prescribe a rebate and challenge procedure which complies with O.R.C. Section 4117.09 (C), and federal law.

**Section 3.11.** The fair share fee amount shall be certified to the Employer by the OPBA. The deduction of the fair share fee from any earnings of the employee shall be automatic and does

not require a written authorization for payroll deduction. Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided in this Article, Section 3.3.

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

**Section 4.1. Management Rights.** The Union recognizes and accepts the right and authority of the Employer to determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as:

- A. To determine the functions and programs of the Sheriff's Office;
- B. To determine the standards of services to be delivered;
- C. To determine the overall budget;
- D. To determine how technology may be utilized to improve the operations of the Sheriff's Office;
- E. To determine the organizational structure of the Sheriff's Office;
- F. To direct, supervise, evaluate or hire employees;
- G. To maintain and improve the efficiency and effectiveness of the Sheriff's Office;
- H. To determine the overall methods, process means or personnel by which the operations of the Sheriff's Office are to be conducted;
- I. To suspend, discipline, demote or discharge for just cause, lay off, transfer, assign, schedule, promote or retain employees;
- J. To determine the adequacy of the work force;
- K. To determine the overall mission of the Sheriff's Office as a unit of government;
- L. To effectively manage the work force; and
- M. To take actions necessary to carry out the mission of the Sheriff's Office as a governmental unit.

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

**ARTICLE 5**  
**NON-DISCRIMINATION**

**Section 5.1.** The Employer and the Union hereby recognize the existence of certain federal and state laws prohibiting discrimination against employees and applicants for employment on the basis of age, sex, race, color, religion, national origin, military status, genetic information, or handicap/disability. Both the Employer and the Union mutually pledge to comply with such laws and regulations.

**Section 5.2.** The Employer will not interfere with, restrain or coerce the employees covered by this Agreement because of membership or non-membership or legal activity on behalf of the Union. The Employer will not discriminate with respect to hire, tenure of employment or any term or condition of employment against any employee covered by this Agreement because of membership in or legal activity on behalf of the Union or against any employee who is not a member of the Union. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restrain, or coercion. The Union agrees not to intimidate or coerce in an effort to recruit membership to the Union.

**Section 5.3.** 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, except where a bona fide occupational requirement requires otherwise.

**ARTICLE 6**  
**UNION REPRESENTATION**

**Section 6.1.** Representative(s) of the Union shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein.

**Section 6.2.** The Employer shall recognize the employee designated by the Union to act as a Director or Assistant Director for the purpose of representation as outlined under this Agreement.

**Section 6.3.** The Union shall provide to the Employer an official roster of its officers and the local Director and Assistant Director which is to be kept current at all times, and shall include the following: name, address, home telephone number, immediate supervisor, and Union office held.

**Section 6.4.** The investigation and writing of grievances shall be on non-duty time. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

**Section 6.5.** Rules governing the activity of Union Representatives are:

- A. The Union agrees that no official of the Union; employees or non-employees, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union

further agrees not to conduct Union business during working hours except to the extent specifically authorized herein.

- B. The Union shall not conduct Union activities in any work area(s) without first notifying the Employer or his/her designee in charge of that area(s) of the nature of the Union activity.

**Section 6.6.** Employees shall not use the County's materials, supplies, or equipment for union related functions and activities, except that grievance forms can be copied at the Sheriff's Office.

## **ARTICLE 7**

### **GRIEVANCE PROCEDURE**

**Section 7.1.** The term "grievance" shall mean all allegations by a bargaining unit employee that there has been a breach, violation, misinterpretation, or improper application of this Agreement. The grievance procedure is not intended to be used to effect changes in the articles of this Agreement or those matters which are controlled by the provisions of Federal law and/or by the Constitutions of the United States or the State of Ohio.

**Section 7.2.** Since specific administrative agency relief of a judicial or quasi-judicial nature is provided for by the statutes of the State of Ohio, or the United States for review or redress of Worker's Compensation, Unemployment Compensation, E.E.O.C., and Civil Rights matters, such matters shall not be made the subject of a grievance and may not be processed as such. The employee and his/her representative may meet with the Employer in an effort to resolve the matter prior to the filing of a complaint or an appeal through such agency.

**Section 7.3.** All grievances must be presented at the proper step and time in progression, in order to be considered at the next step. If the Sheriff contends that a grievance has been submitted at the wrong step of the procedure, he shall notify the person filing the grievance and the Sheriff shall forward the grievance to its appropriate representative for response. This section shall not be interpreted as extending the time limits for filing or processing a grievance. 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 aggrieved may withdraw a grievance at any point by submitting in writing, a statement to that affect, or by permitting the time requirements at any step to lapse without further appeal.

Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. Time limits set forth herein may only be extended by mutual agreement.

**Section 7.4.** All written grievances must contain the following information to be considered:

1. Aggrieved employee's name and signature;
2. Date grievance was first discussed;

3. Date grievance was filed in writing;
4. Name of supervisor with whom grievance was discussed;
5. Date and time grievance occurred;
6. Where grievance occurred;
7. Description of incident giving rise to the grievance;
8. Articles and sections of the Agreement violated; and
9. Desired remedy to resolve grievance.

**Section 7.5.** The following steps shall be followed when processing grievances:

**STEP 1.** A grievance must be submitted in writing to the Administrative Officer/Bailiff within ten (10) calendar days after the grievant knows or should have known of the incident giving rise to the grievance.

The employee shall make an earnest, honest effort to settle the dispute or controversy through verbal discussions between the employee and his/her immediate supervisor. The Administrative Officer/Bailiff shall give a written answer within seven (7) calendar days of receiving the grievance.

**STEP 2.** If the grievance is not resolved in Step 1, a written grievance must be filed with the Sheriff within five (5) calendar days of receipt of the answer at Step 1. It shall be the responsibility of the Sheriff to investigate the matter, hold a hearing if deemed necessary, and provide a written response within fourteen (14) calendar days following the day on which the Sheriff was presented the grievance. The employee may be represented by the union representative at this step if the employee so desires. The Employer shall notify the grievant and the OPBA Director in writing of any grievance resolution between the Employer and grievant.

**STEP 3. Arbitration.** If the grievance is not satisfactorily resolved at Step 2, it may be submitted to Arbitration upon request of the Union in accordance with this Section of this Article.

The OPBA, based upon the facts presented has the right to decide whether to request arbitration. Within fourteen (14) calendar days from the date of final answer on such grievance under Step 2, in the grievance procedure, the Union shall notify the Employer of its intent to seek arbitration over an unadjusted grievance. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration. Any grievance not submitted or processed within the calendar day periods described above shall be deemed settled on the basis of the last answer given by the Employer.

- A. After receipt of a request to arbitrate, a representative of each of the parties (the Union and the Employer) shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner:

The FMCS shall be jointly requested to submit a panel of nine (9) arbitrators from Ohio. The parties shall alternately strike the names of the arbitrators until only one name remains. The party requesting arbitration shall strike the first name. Either party may reject a list once and request from FMCS another list of nine (9) names.

The arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of specific articles in this Agreement. He/she may not modify or amend the Agreement.

- B. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's scope of authority or 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. Nothing herein shall be interpreted to prevent an arbitrator from determining to hear both the issue of arbitrability and the merits of a grievance in a single hearing.
- C. The decision of the arbitrator shall be final and binding. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument and the submission of post-hearing briefs if either party desires to submit such briefs.
- D. The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, any other fees of the arbitrator, or the cost of a hearing room shall be borne equally by both parties. The expenses of any non-employee witnesses shall be borne, if any, by the party calling them. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing. The fees of the court reporter shall be paid by the party asking for one; such fees split equally if both parties desire a reporter, or request a copy of any transcripts.

**Section 7.6.** When an employee covered by this Agreement chooses to represent himself/herself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Union representative will be notified of his/her right to be present at the adjustment or arbitration.

**Section 7.7.** The Union shall use a grievance form which shall provide the information outlined in Section 7.4. The Union shall have the responsibility for the duplication, distribution, and accounting of the grievance forms. The approved and agreed upon grievance form appears at the end of the Agreement.

**Section 7.8.** Where a group of bargaining unit members desire to file a grievance involving a situation affecting several bargaining unit members in the same manner, the OPBA or the Director shall file a Class Action grievance on behalf of the affected employees. Such a grievance shall identify the names and be signed by at least one (1) of the affected employees who desire to file the Class Action grievance. Persons not signing the Class Action grievance who wish to be covered by the grievance, however, must provide a written notice of their desire to be covered by said grievance prior to the case proceeding to arbitration.

## **ARTICLE 8** **DISCIPLINE**

**Section 8.1.** No non-probationary employee shall be reduced in pay, suspended or discharged except for just cause. The principles of progressive disciplinary action shall be practiced.

**Section 8.2.** Except in instances where the employee is found guilty of serious misconduct, discipline will be applied in a corrective, progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

**Section 8.3.** Records of disciplinary action shall cease to have force and effect or be considered in future disciplinary matters in accordance with the provisions of Section 9.4 of Article 9, Personnel Files.

**Section 8.4.** The Employer and Union agree that all disciplinary procedures shall be carried out in private and in a businesslike manner.

**Section 8.5.** Forms of progressive disciplinary action may include any of the following:

- a. Verbal warning
- b. Written reprimand
- c. Suspension
- d. Demotion
- e. Discharge

**Section 8.6.** Whenever the Employer determines that an employee's conduct may warrant a suspension (without pay), reduction in pay, or termination, a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. An employee may be represented at a predisciplinary conference by his/her Union Representative.

The employee or his/her Union Representative shall receive a copy of the charges prior to the predisciplinary hearing. The employee or his/her Union Representative shall also have the right

to obtain a copy of any written or recorded statements which are to be presented by the Employer as evidence at the predisciplinary hearing.

**Section 8.7.** Only those disciplinary actions resulting in a suspension, demotion, or termination of employment may be appealed through the grievance procedure, and such disciplinary actions and demotions shall not be otherwise appealable. However, an employee who receives a verbal warning or a written reprimand shall have the right to appeal such action through the grievance procedure up to the Sheriff's level. Discipline of a newly hired employee who has not completed his/her original probationary period shall not be appealable.

**Section 8.8.** Nothing contained herein shall be construed as preventing the Employer from relieving an employee from his/her duties with pay.

**Section 8.9.** Any employee charged with or under indictment for a felony or any offense that disqualifies the employee from carrying a firearm, may be placed on leave of absence without pay until the underlying charges are resolved. An employee may use accrued but unused vacation, holiday, or compensatory time during the leave. An employee found guilty by the trial court of a felony shall be summarily discharged. Where the charges are reduced to a misdemeanor or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this Agreement, but, the employee shall be paid for all lost straight time up to the date of his or her return to work, and shall have any vacation, holiday, and/or compensatory time used restored to his or her credit. The employer shall continue to pay the employee's health insurance premiums during the unpaid leave of absence.

**Section 8.10. Use of Last Chance Agreements.**

In cases where an employee is alleged to have engaged in severe misconduct and termination would be an appropriate penalty for the alleged misconduct, the Employer, the Union, and the employee may enter into a last chance agreement. A last chance agreement is a non-precedent setting agreement between the parties in which the employee retains his or her employment in exchange for the employee's agreement to engage in no further misconduct as specified in the last chance agreement.

The Employer acknowledges its obligation to negotiate with the Union over the terms of the last chance agreement. However, because a last chance agreement affects the terms and conditions of employment of only the individual employee named herein, the use of last chance agreement shall not require a vote of the union membership or ratification by the legislative authority.

**ARTICLE 9**  
**PERSONNEL FILES**

**Section 9.1.** There shall be one (1) official file and every employee shall be allowed to review his/her personnel file at any reasonable time upon written request to the Sheriff, and in the presence of the Sheriff or designated representative. Any employee may copy documents from his/her file. The employee shall be provided a copy of any disciplinary action to be placed in his/her personnel file.

**Section 9.2.** The Sheriff's Office will not release personnel file records to persons or entities outside the Sheriff's Office other than its representatives unless such other persons, agencies, or entities have a right of access pursuant to state or federal law, regulation, or court order. Anytime an employee's personnel files and/or personnel records, relating to disciplinary actions, are released to persons, agencies, and/or entities outside the Sheriff's Office, to other than a representative of the Sheriff, the affected employee will be notified.

**Section 9.3.** If, upon examining his/her personnel file, any bargaining unit member believes that there are inaccuracies in documents contained therein, he/she may write a memorandum to the Sheriff explaining the alleged inaccuracy. After the Sheriff has dated and initialed the memorandum for the sole purpose of acknowledging receipt, the memorandum shall be placed in the personnel file and attached to the documents containing the alleged inaccuracy. Signature by the Sheriff does not indicate concurrence or disagreement with the employee's memorandum.

**Section 9.4. Filing of Discipline Records.** If eighteen (18) months have passed following a verbal or written warning, or thirty-six (36) months have passed following any other discipline and no intervening discipline has occurred for the same or a similar type of offense, the employee may request that discipline records relating to the offense be transferred from the employee's personnel file and placed in a separate file. A request to transfer records of a suspension or demotion and place them in a separate file, may be made two (2) years following such discipline if no intervening discipline for the same or similar type of offense has occurred. These records will cease to be in effect after the time periods stated above.

## **ARTICLE 10**

### **SENIORITY/PROBATIONARY PERIOD**

**Section 10.1.** Total seniority as that term is used in the Agreement, is defined as an employee's length of uninterrupted continuous service with the Employer as a full-time regular employee. Total seniority is computed from the employee's last date of hire. Classification seniority is defined as the employee's uninterrupted continuous service in a classification or rank. In the event two (2) or more employees have the same classification seniority date, the first tie breaker shall be based on time spent in the next lower rank. If a tie remains after the first tie breaker, the employee's original date of hire shall be used to break any remaining ties in classification seniority.

**Section 10.2.** Seniority shall be used for the purposes as described in the various Articles of the Agreement.

**Section 10.3.** An employee shall lose all previously accumulated seniority for any of the following reasons:

- a. Retirement
- b. Resignation
- c. Sustained discharge

- d. Layoff lasting more than the applicable recall period in Article 12.

**Section 10.4.** 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 received compensation from the Employer. The length of the probationary period shall be one (1) year.

A newly hired probationary employee may be terminated anytime during his/her probationary period and shall have no appeal over such removal.

**Section 10.5.** A newly promoted employee will be required to successfully complete a probationary period in his/her newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion. The length of the probationary period shall be one year. A promoted employee has the right to request to return, or may be required by the Employer to return to his/her former classification during the probationary period without loss of seniority. An employee returning to his/her former classification shall be assigned to the current rate of pay for that classification.

## **ARTICLE 11**

### **HOURS OF WORK AND OVERTIME**

#### **Section 11.1. Regular Hours.**

1. The regular work schedule shall be no more than one hundred sixty (160) hours in a twenty-eight (28) day work period. The length of the regular workday, a minimum of eight (8) hours shall otherwise be set at the discretion of the Sheriff based on budgetary and operational needs.
2. The Sheriff will establish fixed shifts and swing shifts to cover for days off. Sergeants and Lieutenants will work established fixed schedules as determined by the Sheriff.
3. Employees will bid on their shift and day off preference beginning on September 1, and March 1 of each year. Bidding sheets will be circulated or posted no later than thirty (30) days prior to September 1 and March 1. Lieutenants and Sergeants will use classification seniority to bid their shift. Employees will be notified as to their respective shift and days off assignments no later than fourteen (14) calendar days prior to the bid effective dates of October, and April, respectively. The parties may mutually agree, on a mutual basis, to bid shifts three (3) times per year. In this event, the bids will be effective during the first full pay period of January, May, and September, respectively.
4. The Sheriff may change an employee's regular shift on a temporary basis to provide coverage for employee absences, to allow for special training opportunities, and to provide extra staffing required by special circumstances. "Temporary" is defined as a period of time that is less than one-half (1/2) of the

applicable bid cycle. Employees on a shift with staffing available to cover the assignment shall first be given an opportunity to volunteer for the assignment in order of seniority, with the most senior employee having the first opportunity to volunteer. If no employee volunteers for the temporary shift change, the least senior deputy on the shift with available staffing shall be required to cover the assignment.

## **Section 11.2. Overtime and Compensatory Time.**

1. All employees shall normally receive overtime compensation for all hours worked in excess of one hundred sixty (160) hours in a twenty-eight (28) day work period. However, for the duration of this agreement, the Sheriff agrees to compensate overtime based on eligible hours in active pay status worked in excess of eighty (80) hours in a fourteen (14) day work period. If the Sheriff determines that his budget can no longer sustain said change in how overtime compensation is determined, the Sheriff will provide a thirty (30) day notice of his intention to return to compensating overtime based on all hours worked in excess of one hundred sixty (160) hours in a twenty-eight(28) day work period. For purposes of this section, hours worked shall be deemed to include all hours in active pay status except for sick leave or family and medical leave. However, the parties agree that for purposes of compliance with the Fair Labor Standards Act (FLSA), Title 29 USC Section 207 (k) shall be utilized to determine the hours of work and the Employer's compliance with the FLSA.
2. All overtime shall be compensated at the rate of one and one-half times the employee's regular hourly rate or one and one-half (1.5) hours of compensatory time for each overtime hour worked. The employee will designate whether the compensation will be monetary or in the form of compensatory time. If compensatory time is requested, the time must be utilized at a time approved in advance by the Employer. An employee may carry a balance of a maximum of sixty (60) hours of compensatory time. Any overtime worked which would cause the employee to exceed the sixty (60) hours maximum, shall be paid to the employee at the applicable overtime rate until such time as the employee has brought his or her compensatory time balance under sixty (60) hours. Pay for usage of or cashing out of accrued compensatory time shall be at the regular hourly rate of the employee at the time of the employee at the time payment is made. Any employee shall be permitted to cash in up to forty (40) hours of accumulated compensatory time on an annual basis by giving written notice to the Sheriff on or before October 1 each year, with the compensatory cash-out checks being issued to the employee during the first pay period of December.
3. Overtime authorization will be required in advance where feasible.
4. Compensation for travel time to and from training schools will be made in accordance with the Fair Labor Standards Act.

5. Employees shall receive a minimum of two (2) hours compensation for mandatory scheduled court appearances during off-duty periods. The employee shall contact the court and/or prosecutor to determine if his/her appearance is still necessary. The contact shall be made in a timely fashion, which will eliminate any unnecessary appearance. Failure to make contact with the prosecutor/court will eliminate the employee's eligibility for the two (2) hour minimum court pay if the case has been settled, rescheduled or cancelled.

### **Section 11.3. Overtime Procedure.**

1. Unscheduled Overtime: Whenever a vacancy occurs due to an unexpected absence of the regularly scheduled employee, the following rotation applies:
  - a. First, by TOTAL seniority beginning with the most senior deputy, followed by the next most senior deputy, etc., regardless of classification, who is currently on-duty to cover the first four (4) hours or less of said vacancy.
  - b. Next, by TOTAL seniority beginning with the most senior deputy, followed by the next most senior deputy, regardless of classification, that will be on duty for a regularly scheduled shift after the vacancy.
  - c. If all refuse, the deputy, regardless of classification, with the lowest seniority shall be ordered to fill the appropriate vacancy on a hold-over/early-in.
2. Recordkeeping: The person making the call-out shall log on the Call-Out Log who was called, who accepted/declined/no answer/message left, etc., and the reason for overtime.
3. Overtime Approval: All overtime assignments are subject to the approval of the Sheriff or his designee as set forth in Section 11.2(3) of the collective bargaining agreement. In no event, shall a deputy work more than twelve (12) hours without prior approval from the Sheriff, Chief Deputy, or Lieutenant.
4. Follow Through Overtime: It is recognized that a deputy investigating a particular case or cases may be allowed "follow through" overtime. Follow through overtime shall not be subject to the overtime seniority provisions.
5. Meritorious Grievances: The remedy for meritorious grievances claiming an improper assignment for overtime under this procedure shall be one-half (.5) the time of the vacancy to be received in pay or compensatory time, at the Sheriff's discretion.

Example: four (4) hour vacancy = two (2) hour pay or comp time

6. Discipline: It is up to each bargaining unit member doing the call-out procedure to understand and follow the procedure. Errors in procedure will result in a written reprimand the first offense, one (1) day suspension the second offense within twelve (12)

months. Progressive discipline will continue in accordance with the collective bargaining agreement.

7. This agreement shall not be construed as a waiver of the Sheriff's right to temporarily change an employee's regular work shift in accordance with Section 11.1(4) of the current collective bargaining agreement.

## **ARTICLE 12**

### **LAYOFF AND RECALL**

**Section 12.1.** The Employer may lay employees off due to lack of work, lack of funds, job abolishment, or reorganization. Affected employees shall receive notice of any layoff fourteen (14) calendar days prior to the effective day of layoff.

As used in this section, a "lack of funds" means the Employer has a current or projected deficiency of funding to maintain current, or to sustain projected, levels of staffing and operations.

As used in this section, a "lack of work" means the Employer has a current or projected decrease in workload that requires a reduction of current or projected staffing levels in its organization or structure.

For purposes of this section, the Employer may abolish positions for any one or any combination of the following reasons: as a result of a reorganization for the efficient operation of the appointing authority, for reasons of economy, or for lack of work.

**Section 12.2.** A voluntary sign-up sheet will be posted for two (2) weeks prior to the date the layoff will take effect. Senior employees who wish to take the layoff on a voluntary basis can sign the posting. If, on the date of the layoff, there are more than enough senior employees who have volunteered to be laid off, the more senior employee(s) requesting layoff will be laid off to the extent of the number of employees to be laid off. If not enough employees volunteer to take the layoff, the volunteers shall be laid off first followed by the least senior employee, based on total seniority as defined in Section 10.1. Layoffs shall continue in this manner until the required number of employees have been laid off. Following the layoff, the Employer may abolish positions as he deems necessary in order to reorganize the department. Any employee whose position is abolished may bump into the next lower classification.

**Section 12.3.** Employees who are laid off shall be placed on a recall list for a period of thirty-six (36) months. Employees who are laid off shall maintain all required licensures and certifications, to include Cumulative Professional Training (CPT) hours. Employees shall be responsible for providing proof of all required licensures, certifications, and training hours. The Employer shall notify laid off employees of required licensures, certifications, training hours, and training opportunities by registered mail. The Employer shall be deemed to have fulfilled its obligations by mailing the notice of the training opportunities by registered mail, return receipt requested, to the last mailing address provided by the employee. If there is a recall, employees who are still on the recall list shall be recalled, in the order of total seniority as defined in Section

10.1, provided they are presently qualified to perform the work in the classification to which they are recalled. 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 work section to which they are recalled.

**Section 12.4.** Notice of recall shall be sent to the employee by registered mail, return receipt requested. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

**Section 12.5.** The recalled employee shall have ten (10) calendar days following the date of mailing of the recall notice to notify the Employer of his/her intention to return to work and shall have ten (10) calendar days following the mailing date 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 12.6.** All seasonal, part-time, temporary, and probationary employees, within the classification affected by the layoff, will be laid off prior to the lay off of any full-time employee. No paid special deputy or any paid part-time deputies shall replace any full-time employees.

### **ARTICLE 13** **SICK LEAVE/ABSENCE POLICY**

**Section 13.1.** Employees shall earn and accumulate sick leave at a maximum rate of .0575 hours of sick leave for each hour in active pay status with the Employer except as otherwise provided in Section 2 below. Employees may earn up to a maximum of fifteen (15) days (120 hours) per year. There shall be no maximum on the total number of hours an employee may carry over from year to year.

**Section 13.2.** No sick leave credit will be earned while an employee is:

1. on a leave of absence without pay;
2. laid off;
3. suspended; or
4. absent without leave.

**Section 13.3.** Sick leave shall be charged in minimum units of one-half ( $\frac{1}{2}$ ) hours. An employee shall be charged for sick leave only for hours upon which the employee would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings. An employee who is scheduled to work on a holiday, but is absent, shall not be eligible for holiday pay nor sick leave pay unless the employee presents a statement from a licensed physician verifying that the employee was unable to work.

Upon presentation of such statement the employee shall receive holiday pay in lieu of charging said day to sick leave.

**Section 13.4.** An employee shall furnish a standard, written statement to justify the use of sick leave; or in accordance with Sections 13.7, 13.9, or 14.1, a certificate stating the nature of the illness from a licensed physician, chiropractor, or dentist.

**Section 13.5.** When unable to report to work, the employee shall notify the Sheriff or designee one (1) hour prior to the time scheduled to report to work on each day of absence, unless unable to do so due to a medical emergency or unless other arrangements have been made in advance with the Sheriff. When reporting off sick, the employee must advise the Sheriff or designee of the reason for sick leave. Sick leave is not authorized or approved for payment until the employee has submitted a written request for sick leave and had it approved by the Sheriff.

**Section 13.6.** Employees on sick leave must be mindful of the perceptions of the public while absent from work due to an illness or injury and therefore must conduct themselves in a manner that is consistent with the circumstances necessitating the sick leave usage. Any absence from duty as a result of a claimed illness or injury may be investigated by the Sheriff or his designee.

**Section 13.7.** An employee with an illness or disability exceeding two (2) consecutive workdays shall be required to furnish a statement from a licensed physician/chiropractor/dentist before returning to work, notifying the Employer that the employee was unable to perform the employee's duties during the period of absence and is able to return to work.

**Section 13.8.** Sick Leave will be granted to an employee upon approval of the Sheriff under the following circumstances:

1. Illness or injury of the employee, or illness or injury in the employee's immediate family, which requires the employee's personal care and attendance;
2. Legal quarantine due to exposure to a contagious disease which could jeopardize the health of others;
3. Death of a member of the employee's immediate family. Sick leave as described in the Funeral Leave article of this Agreement;

For the purpose of this Sick Leave article, the definition of immediate family shall be mother, father, step parents, brother, sister, child, spouse, grandparent, stepchild, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian, or other person who stands in the place of a parent (in loco parentis).

**Section 13.9.** Employees failing to comply with sick leave rules and regulations shall not be paid. Falsifying or filing sick leave applications and documentation with the intent to defraud shall result in the disapproval of sick leave and be grounds for disciplinary action, up to and including discharge.

Any employee who has established a record of excessive or pattern of absences, as determined by the Sheriff, may be required to furnish a statement from the employee's physician for each use of sick leave for a predetermined time limit. Such action shall be appealable through the grievance procedure. The Employer also maintains the right to investigate all absences.

**Section 13.10.** Any pattern of sick leave abuse or single egregious abuse of sick leave may be just cause for disciplinary action as may be determined by the Sheriff or his designee. Pattern abuse consists of, but is not limited to, absence while on sick leave as evidenced by a frequency or pattern contiguous with or related to holidays, weekends, scheduled days off, vacation days and/or consistent regular usage, or a method of usage of available sick leave.

**Section 13.11.** Payment of accrued sick leave upon termination of employment shall be governed by the applicable provisions in this Agreement, and shall not be governed by O.R.C. Section 124.39.

#### **ARTICLE 14** **FITNESS FOR DUTY**

**Section 14.1.** In any of the following situations, the Employer may, at its discretion, rely on medical evidence presented by the employee or require the employee to submit to an Employer paid examination conducted by a physician selected by the Employer:

1. If an employee has demonstrated an inability to perform the required duties of the employee's position satisfactorily;
2. If an employee has used sick leave in an excessive manner;
3. If the Employer desires a medical determination of whether an employee is mentally and physically able to effectively perform the essential functions of the position and represent the Employer.

**Section 14.2.** If the employee's physician and the physician selected by the Employer disagree regarding the medical condition of the employee, a third physician shall be selected by the two (2) physicians to make a final determination regarding the employee's condition.

**Section 14.3.** In the event an employee becomes unable to perform the essential functions of his/her position, even if granted a reasonable accommodation, and has no approved leave time available, the parties will utilize the disability separation process contained in Ohio Administrative Code Chapter 123:1:30, Disability Separations — Reinstatement.

#### **ARTICLE 15** **FAMILY AND MEDICAL LEAVE**

**Section 15.1.** An employee will be eligible for sick leave for that period of time the employee is physically incapable of performing regular work duties due to pregnancy or childbirth, as verified by the attending physician's statement.

**Section 15.2.** Employees shall be eligible for Family and Medical Leave (FML) in accordance with the Employer's policy which shall be in compliance with federal law [i.e., Family and Medical Leave Act (FMLA)]. Any period of leave (i.e., sick leave, vacation, personal leave, unpaid leave, etc.) due to a qualifying condition under the FMLA, shall run concurrent with the employee's entitlement to leave under the Act.

**Section 15.3.** If a paid or unpaid FML due to pregnancy exceeds three (3) months; the Sheriff may require an examination by a physician of the Sheriff's choice. The cost of the examination shall be paid by the Employer.

**Section 15.4.** When the employee returns to work from FML, the employee shall be entitled to the position the employee held before the leave except that the employee shall have no greater protection against layoff or other employment changes than the employee would have been able to exercise had the employee not taken the leave.

**Section 15.5.** An employee, at the employee's option, may use up to five (5) days of accrued sick leave for the purpose of staying home to assist the employee's family at the time of a newborn child's delivery and/or when the mother arrives home. Such leave shall run concurrent with any leave the employee may be entitled to under the FMLA.

## **ARTICLE 16** **FUNERAL LEAVE**

**Section 16.1. Funeral Leave.** Three (3) days for death in immediate family as defined in sick leave, to be deducted from accumulated sick leave. Additional days may be approved by the Sheriff. Additional days, as needed, shall be allowed for the death of a spouse, parent or child and shall not count against the employee's entitlement to bonus vacation. The employee may request additional days to allow time for matters in connection with the administration of the deceased's estate, to be deducted from accumulated vacation leave or compensatory time.

## **ARTICLE 17** **MILITARY LEAVE**

**Section 17.1. Military Leave.** Military Leave shall be provided in accordance with the requirements of the Ohio Revised Code.

## **ARTICLE 18** **VACATION**

**Section 18.1.** Full-time employees are entitled to paid vacation leave as follows:

After 1 year of Service	3.1 hours per pay period (Maximum 80 hours)
After 8 years of Service	4.6 hours per pay period (Maximum 120 hours)
After 15 years of Service	6.2 hours per pay period (Maximum 160 hours)
After 25 years of Service	7.7 hours per pay period (Maximum 200 hours)

For the purpose of computing vacation, one year of service shall be considered 26 bi-weekly pay periods.

**Section 18.2.** Employees accrue vacation leave at a rate proportionate to the number of regular hours in active pay status per pay period.

**Section 18.3.** Active pay status is defined for purposes of this article as hours actually worked and paid leaves such as sick leave, vacation leave, and the employee's birthday. Vacation credits are not earned while an employee is on unpaid status, such as unpaid leaves of absence or disciplinary suspension.

**Section 18.4.** Additional vacation leave is not accrued through the accumulation of paid overtime.

**Section 18.5.** Vacation shall be bid on the basis of seniority concurrent with the shift bidding periods set forth in Article 11, Section 11.1 for the duration of the corresponding shift assignment. Any vacation time scheduled outside of the bidding periods is subject to the approval of the Sheriff and will be reviewed on a first come, first served basis. Requests for vacation in excess of one (1) day shall be made ten (10) calendar days before the requested vacation, except in case of emergency. Requests for vacation for one (1) day may be approved with less than ten (10) calendar days notice provided there is adequate staffing on the affected shift. Approvals/denials shall be in writing.

**Section 18.6.** Employees are required to take their earned vacation leave in units of one (1) day or more.

**Section 18.7.** An employee may accumulate vacation to a total of three (3) weeks at their current rate of longevity. The vacation may be banked for use at their termination of employment, or in case of an extended illness, whereby their sick time becomes depleted. Carry over vacation cannot be used for additional vacation leave for any given year. Employees may request to cash in up to one-half of any unused but unbanked vacation time by giving written notice of their intention to do so no later than forty-five (45) days prior to their anniversary date.

**Section 18.8.** In no case may an employee take his/her vacation early, prior to the employee's anniversary date for any given year.

**Section 18.9.** Employees who resign or retire are entitled to compensation at their current rate of pay for any earned but unused vacation at the time of separation.

**Section 18.10. Bonus Vacation.**

- A. Any employee who, within any 180-day period is not tardy, and does not use any paid sick days or unpaid leave shall be rewarded for such efforts by being entitled to one bonus vacation day off with pay.

- B. The employee shall take such bonus vacation day within 90 calendar days immediately following the completion of the 180-day period in which the bonus vacation day was earned. In no case may any employee take such bonus vacation day prior to it being earned.
- C. Scheduling of bonus vacation days shall be subject to the approval of the Sheriff.

**Section 18.11. Discretionary Days.** In addition to the other leaves provided in this Agreement, employees are entitled to two (2) discretionary days off with pay per year to be taken at a time designated by the employee with approval of the Sheriff.

**Section 18.12. Personal Leave Days.** In addition to the other leaves provided in this Agreement, employees are entitled to two (2) personal leave days off with pay per year to be taken at a time designated by the employee with approval of the Sheriff. Such personal leave days shall be deducted from the employee's accumulated sick leave balance. Use of personal leave shall not affect the bonus vacation clause, Section 18.10.

**Section 18.13. Scheduling.** Employees may request to schedule their discretionary days, bonus vacation days, and personal leave days with less than ten (10) days advance notice. The employee's request shall be in writing. The Employer shall approve or deny the use of such leave based on the operational needs of the Employer. Approvals/denials shall be in writing.

**Section 18.14.** When an employee has requested and has been approved for vacation days adjacent to his regularly scheduled day or days off in order to attend a special event such as a family wedding, or out of town vacation, the employee shall notify his supervisor that the scheduling is due to a special event, and in such case, for the purpose of being called in on such vacation day or days off, the employee shall be considered the most senior employee. Employees may utilize this provision no more than one (1) time per calendar year.

**ARTICLE 19**  
**HOLIDAYS**

**Section 19.1.** The following holidays will be observed:

- New Years' Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

**Section 19.2.** In addition, an employee's birthday shall be a day off with pay for that individual. This day may be taken on the individual's birthday, or within a 30-day period following the birthday. Employees may request to schedule their birthday in the same manner as provided under Section 18.13 herein. Approvals/denials shall be in writing and based upon the same criteria as provided in Section 18.13.

**Section 19.3.** An employee who is scheduled to work on a holiday, but is absent, shall not be eligible for holiday pay nor sick leave pay unless the employee presents a statement from a licensed physician verifying that the employee was unable to work. Upon presentation of such statement the employee shall receive holiday pay in lieu of charging said day to sick leave.

**Section 19.4.** If a holiday falls on an employee's day off, the employee shall receive eight (8) hours' pay for the holiday not worked.

**Section 19.5.** If an employee is required to work on a holiday, the employee shall receive holiday premium pay in addition to eight (8) hours of holiday pay. The holiday premium pay for working the holiday shall be at the rate of one and one-half (1 ½) times the employee's regular straight time rate for each hour worked.

**ARTICLE 20**  
**WAGES**

**Section 20.1.** The following wage schedules are adopted for the term of this Agreement:

Classification	Hire <u>Date:</u>	End of <u>1<sup>st</sup> year</u>	End of <u>2<sup>nd</sup> year</u>	End of <u>3<sup>rd</sup> year</u>	End of <u>4<sup>th</sup> year</u>
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Effective beginning the first full period after January 1, 2014 each employee shall receive a three percent (3%) increase.

Lieutenant	\$46,981.85	\$48,928.72	\$50,875.61	\$52,822.49	\$54,796.88
Sergeant	\$42,684.05	\$44,465.62	\$46,247.19	\$48,028.77	\$49,819.51

Effective beginning the first full period after January 1, 2015, each employee shall receive a two percent (2%) increase.

Lieutenant	\$47,921.49	\$49,907.29	\$51,893.42	\$53,878.94	\$55,892.82
Sergeant	\$43,537.73	\$45,354.93	\$47,172.13	\$48,989.35	\$50,815.90

Effective beginning the first full period after January 1, 2016 each employee shall receive a one percent (1%) increase.

Lieutenant	\$48,879.92	\$50,905.44	\$52,930.98	\$54,956.52	\$57,010.68
Sergeant	\$44,408.49	\$46,262.03	\$48,115.57	\$49,969.14	\$51,832.22

**Section 20.2.** A promotion to any classification listed in the Step Wage Scale contained in Section 20.1 will be implemented as follows:

- A. An employee who is promoted will be lowered one (1) step in the promoted classification from his/her present step. He/she will then continue in step progression of the classification to which he/she was promoted.
- B. At no time will a promoted employee receive less money in the promoted step than the employee was making in his/her step, prior to his/her promotion.

**Section 20.3.** Employees shall receive additional compensation in the following amounts per year for completion of a degree. These are not cumulative.

- \$250 for Associate's Degree
- \$450 for Bachelor's Degree
- \$650 for Master's Degree
- \$850 for Doctorate's Degree

**Section 20.4.** Employees shall be compensated with an additional sum of twenty cents (\$.20) per hour for each hour worked between 2:00 p.m. and 6:00 a.m. PROVIDED the employee works a minimum of three hours during such period.

**ARTICLE 21**  
**SEVERANCE PAY**

**Section 21.1.** Severance pay shall be provided to employees upon retirement from active service with Williams County. "Retirement" means eligibility to receive disability or service retirement benefits under the Ohio Public Employees Retirement System at the time the employee leaves employment with Williams County. The maximum accumulated sick leave days that shall be paid as severance pay is 120 days.

In addition, severance pay may be paid to employees who resign under honorable conditions. Severance pay is not available to employees discharged for cause or in the process of being discharged for cause. An employee notified of separation or layoff may receive severance pay only if the employee resigns prior to the effective date of the layoff, which shall be at least fourteen (14) days after notification, or prior to being notified of a discharge for cause.

Employees hired after January 1, 2005, shall only be eligible for severance pay after five (5) years of service.

The fraction of accumulated sick leave paid up to a maximum of 120 days is based on the following scale of service with the County, State, or any of its political subdivisions:

Up to and including 15 years of service

¼ of total accumulated sick leave not to exceed payment for 120 days.

Over 15-20 years of service, inclusive	1/3 of total accumulated sick leave not to exceed payment for 120 days.
Over 20-25 years of service, inclusive	½ of total accumulated sick leave not to exceed payment for 120 days.
Over 25-30 years of service, inclusive	¾ of total accumulated sick leave not to exceed payment for 120 days.
More than 30 years of service, inclusive	100% of accumulated sick leave not to exceed payment for 120 days.

**ARTICLE 22**  
**LIFE INSURANCE**

**Section 22.1.** Each employee shall be provided a group term life insurance policy of fifteen thousand dollars (\$15,000.00) coverage, with the employee's option to double the amount of coverage at his/her cost.

All benefits and coverages provided under such group term life insurance policy or policies shall be subject to, and limited by, the terms and conditions set forth in the contract of insurance existing between the Employer and the issuing insurer(s).

So long as no reduction in benefits or coverage results, the Employer shall be free to choose the insurance company or other method of providing such coverage.

**ARTICLE 23**  
**LIABILITY INSURANCE**

**Section 23.1.** The Employer will provide liability insurance coverage. The Employer shall choose the insurance company or other organization to provide such coverage. The Employer agrees to meet and confer with the Union prior to any changes.

**ARTICLE 24**  
**HEALTH INSURANCE**

**Section 24.1.** Each employee shall receive hospitalization and major medical insurance coverage equal to or better than the benefits and terms included in the Williams County Commissioners' insurance plan. In the event the County seeks to implement changes to medical insurance, including but not limited to implementing a high deductible medical insurance plan removing spouses from coverage, or implementing other such changes permitted by the Affordable Care Act, it shall first serve the Union a notice to reopen this Article for negotiations pursuant to Revised Code Chapter 4117 no later than sixty (60) days advance prior to the effective date of desired changes.

**Section 24.2.** The Employer shall pay its share of the cost of a single or family insurance plan. The employee's maximum contribution shall not exceed 13.2% of the total cost of family plan

coverage or 11.5% of the total cost of single plan coverage during each year of this Agreement, depending on which coverage the bargaining unit employee elects. The additional cost for the premium plan shall be paid by the employee. For purposes of this section, "cost" shall be defined as the total premium paid to the insurer or the COBRA rate established by the plan administrator if the County elects to have a partially self-funded plan, whichever is applicable. The employee's share of the cost of either plan shall be collected through payroll deduction.

**ARTICLE 25**  
**UNIFORMS AND EQUIPMENT**

**Section 25.1.** Employer shall continue the current practice of providing all required equipment, clothing and insignia for new employees in a sufficient quantity to maintain a professional appearance and perform their duties.

**Section 25.2.** The Employer shall pay the full cost of replacement of any article or uniforms or equipment worn or damaged beyond reasonable repair. Any equipment required by the Employer shall be provided by the Employer.

**Section 25.3.** The Employer shall continue the present practice of cleaning uniforms.

**Section 25.4.** The Employer shall furnish all employees the following uniforms:

3 summer shirts	3 winter shirts
3 Tropical pants	1 winter coat
1 summer hat	1 winter hat

**Section 25.5.** All leather gear plus baton, handgun chosen by the Sheriff, and handcuffs shall be provided by the Employer.

One pair of shoes per year shall be issued, as needed.

The detective and the deputy assigned to the narcotics task force working in civilian clothes shall be paid a uniform allowance of two hundred fifty dollars (\$250.00) per year.

**Section 25.6.** Ballistic vests shall be furnished by the employer.

Any employee issued a ballistic vest shall wear such vest anytime he/she is considered to be working for the Sheriff's Office. Failure to comply with wearing the issued vest shall be cause for disciplinary action.

Ballistic vests shall be replaced as needed, based on independent studies by reputable organizations such as: National Institute of Justice, Federal Bureau of Investigation, or other organizations agreed upon by both the Sheriff and the Bargaining Units.

**ARTICLE 26**  
**REPLACEMENT OF PERSONAL ITEMS**

**Section 26.1.** Personal articles not covered by another insurance plan that are destroyed, damaged or stolen in the line of duty, will be replaced or repaired by the Employer at its expense. Personal articles are defined as watches, eyeglasses, dentures, rings, contact lenses and any other article approved by the Sheriff. In order to have the damaged personal articles repaired or replaced, the employee must document the destroyed, damaged, or stolen personal article in the appropriate incident report.

**ARTICLE 27**  
**NOTICE OF NEW POLICIES AND WORK RULES**

**Section 27.1.** The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees, and the conduct of Employer's services and programs.

**Section 27.2.** Work rules, policies and directives shall be interpreted and applied uniformly to all employees under similar circumstances. Work rules shall not be adopted that are in violation of the terms of this Agreement.

**Section 27.3.** The Employer agrees to provide the OPBA Director with written notice of the Employer's intention to make changes to work rules, policies, or procedures that could affect the working conditions of employees. The Union may request to meet and discuss the proposed rule or policy changes within seven (7) calendar days of receipt by the OPBA Director. If the OPBA does not respond within five (5) calendar days, the Employer may assume that the Union does not wish to meet and discuss the proposed rule changes.

New work rules and changes in existing work rules, policies, and procedures shall be reduced to writing and posted on the Employer's bulletin board for a period of seven (7) calendar days. During this posting period, employees will sign an acknowledgment of having received and reviewed the work rule, policy, or procedure. If absent during the posting period, the employee will sign an acknowledgment upon his or her return to work. However, this provision does not limit the right of the Employer to implement a work rule prior to conclusion of the posting period if an emergency requires implementation of the work rule, policy, or procedure sooner. The Employer shall provide copies of all current work rules, policies, and procedures to each sergeant.

**Section 27.4.** Should the Employer establish any work rule which is in conflict with any term of this Agreement, the Union may challenge that matter through the Grievance Procedure, but such grievance shall be initiated at the third step.

**ARTICLE 28**  
**POSTING OF VACANCIES**

**Section 28.1.** All new vacancies and reassignments for positions in the Sheriff's Office shall be posted with a list of requirements/qualifications for such position, for five (5) calendar days before being filled on a permanent basis. A copy of the posting shall also be delivered to the Union President five (5) days before the position is filled on a permanent basis. Any employee interested in a vacancy shall express his/her interest and pertinent qualifications in writing to the Sheriff within the five (5) days.

**Section 28.2.** When filling a vacancy in the classifications covered by this Agreement, a special assignment such as Canine, Man Unit, Detective, or Commercial Vehicle Enforcement, the Employer shall consider the interested employee's experience, education, ability to perform the essential functions of the position, records of attendance, discipline, and other qualifications related to the position to be filled. If, based on the above, two (2) or more interested employees are substantially equal, seniority shall govern. Employees granted such a special assignment pursuant hereto shall serve a one (1) year probationary period during which they may be returned to duty as a sergeant or lieutenant at the discretion of the Employer, such action not being subject to the Grievance Procedure hereof. Employees, during such probationary period, further, have the right to determine to return to a sergeant or lieutenant position.

**Section 28.3.** Employees granted a position in a classification covered by this Agreement shall serve a one (1) year probationary period during which they may be returned to duty in the classification from which they promoted at the discretion of the Employer, such action not being subject to the Grievance Procedure herein. Employees, during such a probationary period, further have the right to return to the classification from which they promoted, with said classification seniority being frozen as of the date of promotion. If the employee held a special assignment immediately before being promoted, the employee will be permitted to return to the special assignment provided the assignment has not already been filled.

**ARTICLE 29**  
**BULLETIN BOARDS**

**Section 29.1.** The Union shall have access to and use one-fourth (¼) of the bulletin board on the west wall of the control room of the Sheriff's Office to notify bargaining unit members of union meetings or social affairs. No notice may contain anything political, controversial or critical of the Sheriff's Office, the County or any employee, officer or other person.

**ARTICLE 30**  
**TRADING TIME**

**Section 30.1.** An employee may trade working time with another member of the same rank, bargaining unit, and division (Patrol, Corrections/Court) if approval for the trade is obtained in advance from a supervisor outside any bargaining unit. Approval shall be at the sole and exclusive discretion of the supervisor. The employee originally scheduled to work the time shall remain credited with it as time worked. Time shall be traded in accordance with the FLSA.

**Section 30.2.** Neither of the employees involved in a trade shall be eligible for sick leave or other paid leave on either of the traded days. Therefore, the employee who is scheduled to work as a result of the trade shall be responsible for ensuring the work shift is covered by himself/herself, the employee originally scheduled to work, or by way of another trade approved in accordance with Section 1 above. Trading of work time shall not cause an overtime situation.

**Section 30.3.** Any employee failing to fulfill a traded work shift he/she has agreed to work shall be considered absent without approved leave and subject to disciplinary action.

**ARTICLE 31**  
**LUNCH BREAKS**

**Section 31.1.** Employees shall receive one-half (½) hour for lunch. If duties are required during the lunch period, or an emergency prevents the lunch period from being taken, such time shall be included as working time.

**Section 31.2.** Each employee may take a fifteen (15) minute break during the first half of the shift and a second break during the second half of the shift if such a break will not interfere with the performance of any duties. When such breaks are taken, the time shall remain included in working time, but if an emergency or other duty prevents the break from being taken during the half shift it occurs, it may not be made up at a later time. In no event may such breaks be used to extend lunch periods.

**ARTICLE 32**  
**K-9 PAY**

**Section 32.1.** The Employer shall continue the practice of paying employees assigned as a K-9 handler an additional sum of money per month for K-9 care and maintenance. The monthly sum shall be one hundred fifty dollars (\$150.00) for one (1) dog, two hundred thirty dollars (\$230.00) for two (2) dogs. This alone cannot be used to limit the number of K-9s per handler.

**ARTICLE 33**  
**FIELD TRAINING OFFICER COMPENSATION**

**Section 33.1.** Bargaining unit employees, specifically assigned to perform the duties of field training officer (FTO), or other designated training officer, shall receive \$20.00 for each day they spend actively providing training in a training officer capacity.

**ARTICLE 34**  
**OUTSIDE EMPLOYMENT**

**Section 34.1.** Employees may engage in off-duty employment, which does not conflict with their work at the Sheriff's Office.

**Section 34.2.** Off-duty employees may not wear their uniforms in other employment, unless obtaining prior written approval from the Sheriff, nor may an employee work as a "bouncer" in

an establishment that serves alcoholic beverages. Employees may not work for another law enforcement agency.

## **ARTICLE 35** **INVESTIGATIONS**

**Section 35.1.** The following procedures shall be applicable to non-criminal internal investigations of bargaining unit employees:

- A. Employees shall be informed of basic facts of an incident prior to any questioning, and shall be informed to the extent known at the time, whether the investigation is focused on the employee being questioned for potential charges.
- B. Whenever the Employer determines that an employee's conduct may warrant a suspension (without pay), reduction in pay, or termination, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. An employee may be represented at a pre-disciplinary conference by a union representative.
- C. When any anonymous complaint is made against an employee and if after an investigation there is not corroborative evidence of any kind, then the complaint shall be classified as unfounded.
- D. Any employee who has been under investigation shall be informed, in writing, of the outcome of the case at the conclusion of the investigation.
- E. The Williams County Sheriff's Office shall not use a polygraph or voice stress analysis test to investigate the truth of statements of bargaining unit employees. No employee shall be required to submit to such test, and no disciplinary action shall be taken against employees who refuse to permit any such test.

**Section 35.2.** The Employer will afford employees their constitutional rights during any criminal investigation.

## **ARTICLE 36** **NO STRIKE**

**Section 36.1.** The OPBA and bargaining unit employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, sympathize, support or participate in any strike, slowdown, stay-in or other curtailment or restriction of, or interference with the work in or about the Employer's premises or any other job site, nor will the OPBA or any bargaining unit employees honor at any place and at any time, any other picket line or strike activity. The OPBA, its affiliates and members shall promptly take all possible actions to prevent and to end any such actions by employees or by any persons affecting the work of such employees.

The Employer also agrees that it will not lockout its employees.

**Section 36.2.** Any bargaining unit employees engaging in any of the activities described in Section 35.1 above, shall be subject to disciplinary action by the Employer which can be, but is not limited to, their discharge.

**ARTICLE 37**  
**SEVERABILITY**

**Section 37.1.** This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supercede and replace. Where this Agreement is silent, the provisions of applicable law will prevail. If a Court of Competent jurisdiction finds any provision of this Agreement to be contrary to any applicable statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

**Section 37.2.** The parties agree that should any provisions of this Agreement be found to be invalid, that they will schedule a meeting within thirty (30) days at a mutually agreeable place and time to negotiate alternative language on the same subject matter.

**ARTICLE 38**  
**DURATION**

**Section 38.1.** Except as otherwise specified herein, this Agreement shall be effective upon signing and shall remain in full force and effect until December 31, 2016.

**Section 38.2.** If either party desires to modify, or amend this Agreement, it shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks following receipt of the Notice of Intent.

SIGNATURE PAGE

In witness whereof, the parties hereto have caused this Agreement to be duly executed this 3<sup>rd</sup> day of July 2014.

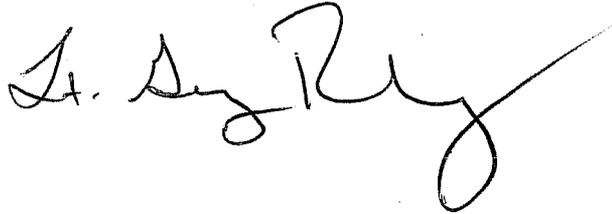
FOR WILLIAMS COUNTY:

FOR THE OPBA:

  
\_\_\_\_\_  
Steve Towns, Sheriff

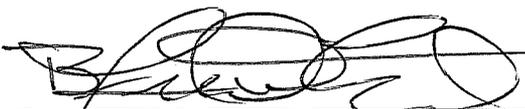
Jeffrey A. Romes  
\_\_\_\_\_  
Jeffrey A. Romes, Committee Member

  
\_\_\_\_\_  
Brian A. Davis, Commissioner



  
\_\_\_\_\_  
Lewis D. Hilkert, Commissioner

  
\_\_\_\_\_  
Alan L. Word, Commissioner

  
\_\_\_\_\_  
Fred Lord, Management Consultant

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE WILLIAMS COUNTY SHERIFF'S OFFICE  
AND  
THE OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION**

**The parties:**

1. The Williams County Sheriff's Office, hereinafter referred to as the Employer:
2. The Ohio Patrolmen's Benevolent Association hereinafter referred to as the Union.

**Background:**

1. In light of the negotiations process, it was determined that the parties needed to address the subject of "special assignments". During the course of negotiations, a meeting was held between the Employer and the Union on February 19, 2014, to discuss the impact of "special assignments" within the Sheriff's Office.
2. As a result of the negotiations meeting held on February 19, the parties have come to an agreement regarding "special assignments".

**Terms:**

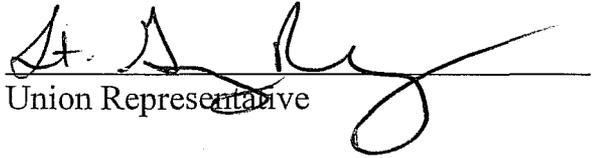
1. The parties have agreed that "special assignments" include, but are not limited to, the MAN unit, Scale Team, Canine Unit, Detective, DARE Officer, and Court Security Officer.
2. The parties have agreed overtime for employees on "special assignments" will be calculated based on an eighty (80) hour period, as specified in Article 11, Section 11.2.
3. The parties have agreed that employees on "special assignments" may request to "flex" their work schedule within the eighty (80) hour period as specified above.
4. The parties have agreed that employees on "special assignments" may accumulate compensatory time up to one hundred twenty (120) hours on a rolling basis.

5. The parties have agreed a labor management meeting will be held to discuss this Memorandum of Understanding approximately six (6) months after the execution of the collective bargaining agreement.
6. This memorandum of understanding shall expire on January 1, 2015, unless mutually extended by both parties.

It is so agreed:



\_\_\_\_\_  
Steve Towns, Williams County Sheriff



\_\_\_\_\_  
Union Representative

7-3-14

\_\_\_\_\_  
Date Signed