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AGREEMENT

BETWEEN THE

WAYNE COUNTY SHERIFF

AND

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

DEPUTIES' UNIT

Effective September 1, 2014
Expires August 31, 2017

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ARTICLE 1
PURPOSE/AGREEMENT

Section 1. This agreement is made and entered into by the Wayne County Sheriff, hereinafter referred to as the "Sheriff," "Appointing Authority," or as the "Employer," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "Union," and has as its purpose the following: to comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth in entirety the full and complete understanding 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.

ARTICLE 2
UNION RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive representative for those employees of the Employer in the bargaining unit. Wherever used in this agreement, the term "bargaining unit" shall be deemed to include those individuals employed full-time in and holding the classification as full-time Deputy Sheriff, and shall exclude all employees classified as part-time deputies, corrections officers, medical officers, civil secretary, cooks, secretaries, administrative assistants, sergeants, lieutenants, captains, or employees of the Medway Enforcement Group.

Section 2. Notwithstanding the provisions of this article, management, confidential, professional, supervisory, part-time, temporary, seasonal, and employees in the unclassified service shall not be included in the bargaining unit.

Section 3. All positions and job titles not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

ARTICLE 3
UNION REPRESENTATION

Section 1. Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the grievance procedure shall be known as stewards. The steward may have an alternate to act as steward in the absence of the regular steward.

Section 2. The Employer agrees to admit not more than two (2) non-employee Union representatives to the Employer's facility during the Employer's normal office business hours Monday through Friday. Upon entering, such non-employee Union representatives shall identify themselves to the Employer or his designated representative. Non-employee Union representatives shall be admitted for the purposes established herein and shall only be permitted in the areas of the facility designated by the Employer or his designated representative.

Section 3. The Union shall notify the Employer, in writing, of the names of the stewards and non-employee representatives before they will be recognized by the Employer. For the purposes of this article, appropriate Union representative business is defined as:

A. representation of a member at any step of the grievance;

B. representation of a member at a disciplinary conference; and,

C. attendance at meetings between the Union and the Employer where their attendance is requested.

The steward shall be permitted reasonable time off with pay to conduct appropriate Union representative's business as defined in this section.

Section 4. Rules governing the activity of the Union steward and alternate are as follows:

1. the steward, or alternate, must provide advance notice to his/her division commander before beginning Union activities;

2. the steward, or alternate, shall identify the reason for the request at the time Union activity time is requested;

3. the steward, or alternate, shall not conduct Union activities in any work area without notifying the division commander in charge of that area of the nature of the Union activity;

4. the steward, or alternate, shall cease Union activities immediately upon the reasonable order of the division commander; and,

5. failure to comply with such order may result in disciplinary action if it is found that the Union steward, or alternate, is abusing the rules of this section.

Section 5. Any changes made in the stewards, alternate stewards, or officers shall be furnished to the Employer before being recognized by the Employer.

ARTICLE 4
UNION SECURITY AND DUES CHECK-OFF

Section 1. The Employer and the Union agree that membership in the Union is available to all employees occupying job titles as has been determined by this agreement appropriately within the bargaining unit.

Section 2. The Employer agrees that payroll dues deduction for those employees in the bargaining unit shall be available to the sole and exclusive representative of those employees only, and no other organization shall be granted such rights.

Section 3. The Employer agrees to deduct regular Union membership dues 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. Employees will sign the Payroll Deduction Authorization Form along with a copy provided to the Employer or designee in order to

receive dues checkoff. The Employer or designee 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 from the payroll check for the pay period following the pay period in which the authorization was received and dues are deducted by the Employer. Payroll Deduction Authorization Form, Appendix A, shall be provided by the Union through the administrative assistant.

Section 4. 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 5. 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 the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the voluntary check-off authorization in accordance with its terms or with applicable law.

Section 6. The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 7. 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 thirty (30) 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 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 8. The County Auditor may establish procedures for deducting dues which shall not be unreasonable or cumbersome. Deductions shall be made during one (1) pay period each month. In the event a deduction is not made for any Union member during any particular month, the Employer, upon written verification of the Union, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months regular dues. The Employer will not deduct more than two (2) months regular dues from the pay of any Union member.

Section 9. Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this agreement, except as otherwise specified in Section 5 of this article.

Section 10. The Employer agrees to remit a warrant in the aggregate amount of the deduction to the Ohio Patrolmen's Benevolent Association.

Section 11. All employees in the bargaining unit shall either become dues paying members of the OPBA, or, as a condition of continued employment, remit to the OPBA a fair share fee in accordance with the provisions of Ohio Revised Code Section 4117.09 (C). Any newly hired employees in the

bargaining unit shall, upon completion of sixty (60) days of employment, either elect to become members of the OPBA or remit the fair share fee. As provided in Ohio Revised Code Section 4117.09 (C), nothing in this article shall be deemed to require any employee to become a member of the OPBA.

ARTICLE 5
MANAGEMENT RIGHTS

Section 1. Nothing herein shall be construed to restrict any constitutional, statutory, or inherent exclusive appointing authority rights with respect to matters of general managerial policy. The Employer retains the right and the authority to administer the business of the Sheriff's Office, and in addition to other functions and responsibilities which are not specifically modified by this agreement, the Union shall recognize the Employer has and will retain the full right and responsibility to direct the operations of its departments, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

A. to manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for cause, and to maintain discipline among employees;

B. to manage and determine the location, type, and number of physical facilities, type of equipment, programs, and the work to be performed;

C. to determine the office's goals, objectives, programs, and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;

D. to determine the size and composition of the work force and each department's organizational structure, including the right to layoff employees from duty due to lack of work or lack of funds;

E. to promulgate and enforce reasonable work rules, policies, and procedures;

F. to require employees to use or refrain from using specified equipment, uniforms, weapons, and other tools of duty;

G. to determine the hours of work, work schedules, and to establish the necessary work rules for all employees;

H. to determine when a vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;

I. to determine the necessity to schedule overtime and the amount required thereof;

J. to determine the office's budget and uses thereof; and,

K. to maintain the security of records and other pertinent information.

ARTICLE 6
EMPLOYEE RIGHTS

Section 1. An employee may request an opportunity to review his personnel file at a mutually agreeable time during normal business office hours. The employee may have a representative of the Union present when reviewing his file. The Employer shall have a representative present at the time of the review.

A request by an employee for one (1) copy of any document contained in the employee's personnel file shall be honored by the Employer at no cost to the employee.

An employee may grieve the inappropriateness of any documents contained in his personnel file.

Section 2. For any complaint by a citizen which may result in suspension, reduction, or termination of an employee, the Employer shall request the complainant to reduce the complaint to writing and sign it. If the complainant refuses, the Employer shall document such refusal. An employee shall not be suspended, reduced, or terminated for any complaint not reduced to writing and signed by the complainant if there is not other evidence on which to base the disciplinary action. The Employer will provide a copy of the departmental complaint to the employee at least twenty-four (24) hours prior to the scheduled starting time of any predisciplinary conference, and will provide a copy of the citizen's complaint, if such exists, at the predisciplinary conference.

ARTICLE 7
NO STRIKE/NO LOCKOUT

Section 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 Wayne County. Therefore:

A. 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 its members. When the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, conspicuously, post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress, and such notice shall instruct all employees to immediately return to work. Should the employees fail to return to work or the Union fail to post such notice, the Employer shall have the option of canceling any article, section, or sub-section of this agreement. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be disciplined up to including discharge, and only the question of whether or not he/she did in fact participate in or promote such action shall be subject to appeal.

B. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Union, unless those members shall have violated Section "A" of this article.

ARTICLE 8
DISCIPLINARY PROCEDURE

Section 1. The tenure of every employee subject to the terms of this agreement shall be during good behavior and efficient service. No employee shall be reduced in pay or position, suspended (including working suspensions), fined (not in excess of five [5] days paid leave), discharged, or removed except for grounds stated in Section 2 of this article. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause.

An employee who is given a working suspension shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary actions.

Section 2. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, substance abuse, or any conduct unbecoming a representative of the Employer, or any other acts of misfeasance, malfeasance, or nonfeasance, or violations of the Employer's personnel policies, shall be cause for disciplinary action.

Section 3. Except in instances where an employee is charged with a serious offense, discipline will be applied in a corrective, progressive, and uniform manner in accordance with the Employer's policy. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

Section 4.

A. Whenever the Employer or his designee determines that an employee may be suspended, reduced, or terminated, a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct.

B. Not less than twenty-four (24) hours prior to the scheduled starting time of the conference, the Employer will provide to the employee a written outline of the charges which may be the basis for disciplinary action. The employee must choose to:

   1. appear at the conference to present an oral or written statement in his/her defense;

   2. appear at the conference and have a chosen representative present an oral or written statement in defense of the employee; or,

   3. elect in writing to waive the opportunity to have a predisciplinary conference.

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

D. Predisciplinary conferences will be held by a supervisor not in the direct chain of command who will be selected by the Union from a list of three (3) supervisors provided by the Employer.

E. Decision of the Employer may be appealed by filing a grievance at Step 2 of the grievance procedure within five (5) working days of receipt of the decision.

Section 5. Records of disciplinary action shall cease to have full force and effect for internal office purposes (i.e., discipline and promotions) according to the following schedule, provided there have been no intervening disciplinary actions taken during the same time period:

Group 1 & 2 - 24 months
Group 3 - 48 months

Discipline involving violations of the Drug and Alcohol Testing policy shall have no expiration.

Section 6. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

Section 7. No employee shall be required to take a polygraph or voice stress examination as a condition of retaining employment, nor shall an employee be subject to discipline for refusal to take such a test.

Section 8. Any disciplinary action imposed by the Employer on a non-probationary employee may be subject to appeal through the grievance procedure contained herein. Any disciplinary action imposed on a probationary employee is not appealable through the grievance procedure.

Section 9. Any employee charged with or under indictment for a felony who is not disciplined or discharged by the Employer may be placed on a leave of absence without pay until resolution of the court proceedings. 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 article, but he shall be paid for all lost straight time hours and shall have any vacation, holiday, and/or compensatory time used restored to his credit. The Employer shall continue to pay its share of the employee's insurance premiums during the unpaid leave of absence.

ARTICLE 9
UNION LEAVE

Section 1. The Union stewards or their alternates to the annual conventions or conferences of the Union who are in the bargaining unit shall be granted time off without pay for the purpose of participating in such conventions. In lieu of time off without pay, said employee may elect to take accumulated compensatory time or approved vacation leave for such meetings. The employee must request such time off thirty (30) calendar days prior to any such meeting to the Employer. Such leave shall not exceed a total of five (5) working days per calendar year for the unit.

ARTICLE 10
GRIEVANCE PROCEDURE

Section 1. The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and appropriate action taken to correct a particular situation.

Section 2. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of the agreement.

Section 3. A grievance, under this procedure, may be brought by any member of the bargaining unit. Where a group of the bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, one (1) member selected by such group will process the grievance.

Section 4. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent 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 management's answer at the last completed step.

Any grievance not answered by management within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure.

A grievance involving suspension or discharge shall be initiated at Step 2, Sheriff level.

Section 5. The written grievance shall be submitted on the grievance form attached as Appendix B, and shall contain the following information:

1. aggrieved employee's name;

2. aggrieved employee's classification;

3. name of the employee's immediate supervisor;

4. date and time of the incident giving rise to the grievance;

5. date and time the grievance was first discussed;

6. date grievance was filed in writing at Step 1;

7. a statement as to the specific articles and sections of the agreement violated;

8. a brief statement of the facts involved in the grievance; and,

9. the remedy requested to resolve the grievance.

Any grievance which does not contain the proper information, as identified above, will be returned to the grievant for proper completion. A grievance which is submitted timely but returned to the employee for proper completion shall continue to be treated as a timely grievance.

Section 6. The time limitations provided for in this article may be extended by mutual agreement between the Employer and the Union; working days, as used in this article, shall not include Saturdays, Sundays, or holidays.

Section 7. Each grievance shall be processed in the following manner:

Informal Step: An employee having a grievance will first bring that complaint verbally, within five (5) working days of the incident giving rise to the grievance, to the attention of the employee's division lieutenant. The division lieutenant shall discuss the grievance with the employee, and within two (2) work days of their discussion, provide a written response to the employee.

If the employee is not satisfied with the response given by the division lieutenant, the employee shall within five (5) working days from the date the response was received reduce the grievance to writing on the form provided by the Employer and submitted at Step 1.

Step 1 - Division Commander: Grievances shall be presented to the division commander at Step 1. The division commander, upon receipt of a written grievance, shall schedule a formal meeting between him/herself and the employee filing the grievance. The division commander shall make a complete and thorough investigation of all the allegations contained in the grievance. Within five (5) days after receipt of the written complaint, the division commander shall provide the employee with a written response to the grievance. If the employee is not satisfied with the written response received from the division commander, the employee may within five (5) working days pursue the grievance to Step 2 of the procedure.

Step 2 - Sheriff: The Sheriff or his designated representative, upon receipt of a written grievance, shall schedule a formal meeting between him/herself and the employee filing the grievance. The Sheriff or his designated representative shall make a complete and thorough investigation of all alleged allegations contained in the grievance. Within ten (10) days after receipt of the written

grievance, the Sheriff or his designated representative shall provide the employee with his/her written response to the grievance.

Step 3 – Arbitration:

1. Within five (5) working days after the Sheriff's response, the grievant(s) may refer the grievance to an arbitrator by giving written notice to the Sheriff and to the Federal Mediation and Conciliation Service (FMCS). The notice to FMCS shall request fifteen (15) arbitrators who are to be members of the National Academy of Arbitrators and residents of the State of Ohio. The arbitrator shall be selected by the alternate strike method. The grievant(s) shall be the first to strike, followed by the Sheriff or his representative, and the parties will alternate in this respect until one (1) name remains on the list. Said person shall be designated as the arbitrator. All other procedures relative to the hearing shall be according to the rules and regulations of the FMCS. Prior to striking names, each party may once reject the list and submit a request for another list from the FMCS.

2. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties at the hearing. The decision of the arbitrator shall be binding on both the Sheriff and the Union.

3. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this contract, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration, and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching this determination.

4. The costs of the arbitrator shall be borne by the losing party. Should the decision not affirm the position of either party, the arbitrator shall determine which party shall pay the costs of the arbitrator, or in what proportion the parties shall share the costs.

Section 8. An employee may choose one (1) other employee or Union representative to accompany him/her in Step 1 through Step 3 of the procedure. An employee requested to appear at the arbitration hearing by either party as a witness shall attend without the necessity of a subpoena. Any request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance as a witness exceed five (5) employees. An employee attending such a hearing shall suffer no loss of straight time hourly earnings.

ARTICLE 11
PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 1. The provisions of this agreement shall be applied equally to all employees in the bargaining unit. No person or persons or agency responsible to the Employer, nor the Union and its officers and members, shall unlawfully discriminate against any employee in the administration of this agreement based on the following: age, sex, marital status, race, religion, color, creed, national

origin, political opinions, or affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

Section 2. 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.

Section 3. The Employer agrees not to interfere with the rights of eligible employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or his/her representatives against any legal employee activity or employees acting legally in an official capacity on behalf of the Union.

Section 4. The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union.

Section 5. The Union recognizes its responsibility as bargaining agent and agrees to equally represent all employees in the bargaining unit without discrimination, restraint, or coercion.

ARTICLE 12
LAYOFF AND RECALL

Section 1. In case a layoff of bargaining unit employees is anticipated, the Employer will notify the Union fourteen (14) days in advance of the effective date of the pending layoff. The Employer and the Union shall meet to discuss possible alternatives.

Section 2. In the event of layoff, due to the lack of work or funds, or as a result of position abolishments for reasons of economy and efficiency, affected employees shall receive a notice fourteen (14) calendar days prior to the effective date of layoff.

Section 3. In the event of the layoff of deputies, the deputy with the least Wayne County Sheriff's Office seniority in the division affected shall be placed on layoff first. He may displace a deputy with less office seniority in another division if he has the training (including required annual training) and qualifications to assume the duties of the position. Layoff and bumping procedures above shall be modified in order to meet the appropriate male/female complement of staff required by the Minimum Standards for Jails in Ohio.

In the event of the layoff of sergeants, such layoffs and bumping shall occur in accordance with the layoff procedure outlined in the sergeants' labor agreement. Should a sergeant be unable to displace another sergeant, in accordance with the sergeants' labor agreement, he may displace a deputy with the least office seniority in a position for which he has the training (including required annual training) and qualifications to assume.

In the event of the layoff of lieutenants, such layoffs and bumping shall occur in accordance with the layoff procedure outlined in the lieutenants' labor agreement. Should a lieutenant be unable to displace another lieutenant or sergeant, in accordance with the lieutenants' labor agreement, he may

displace a deputy with the least office seniority in a position for which he has the training (including required annual training) and qualifications to assume.

Any employee who receives a notice of layoff or who is displaced (bumped) shall have two (2) working days, following receipt, in which to exercise his bumping rights.

Recall from layoff shall be in inverse order of layoff. Employees may only be recalled to positions for which they have the training (including required annual training) and qualifications to assume. An employee shall be eligible for recall for a period of twelve (12) months. If an employee refuses recall, he shall lose all recall rights.

Section 4. Prior to the layoff of any bargaining unit employee(s), all part-time employees and reserves who perform any bargaining unit work shall be laid off first, with the exception of the utilization of reserves for visitation and church services.

Section 5. Notice of recall shall be sent to the employee by certified mail, return receipt requested, with a copy given to the Union. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice, as provided herein, to the last mailing address provided by the employee.

The recalled employee shall have five (5) working days following the date of receipt of the recall notice to notify the Employer of his intention to return to work, and shall have ten (10) working days following the receipt date of such notice to report for duty, unless a later date for returning to work is otherwise specified in the notice.

Section 6. It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights of bargaining unit employees as set forth in Revised Code sections 124.321 through 124.328.

ARTICLE 13
SICK LEAVE

Section 1. **Crediting of Sick Leave**. Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff. Unused sick leave shall accumulate without limit.

Section 2. **Retention of Sick Leave**. An employee who transfers from another public agency to Wayne County, or who has prior service with a public agency, as defined in Section 124.38, Ohio Revised Code, shall retain credit for any sick leave earned in accordance with that Section, so long as he is employed by Wayne County, except that deductions shall be made for any payment or credit given by the previous agency in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his re-employment in Wayne County provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service.

Section 3. **Expiration of Sick Leave**. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave in accordance with the terms of this agreement.

Section 4. **Charging of Sick Leave**. Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 5. **Uses of Sick Leave**.

A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

1. illness or injury of the employee;

2. death of a member of his immediate family;

3. medical, dental or optical examination or treatment of the employee which cannot be scheduled during non-working hours;

4. if a member of the immediate family is afflicted with a contagious disease or requires the care and attention of the employee, or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others; and

5. pregnancy and/or childbirth and other conditions related thereto.

B. Three (3) days sick leave may be granted to the employee who provides proof of attendance at the funeral of: brother, sister, spouse, child, mother, father, loco parentis. Up to two (2) days sick leave may be granted to the employee who provides proof of attendance at the funeral of: father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, spouse's grandparents. Funeral leave days must be consecutive work days and include the day of the funeral. Where the day of the funeral is on a day the employee is otherwise not scheduled to work, the consecutive work days will be scheduled with the approval of the employee's division commander.

Section 6. **Evidence Required for Sick Leave Usage**. The Employer may require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a licensed practitioner's certificate shall be grounds for disciplinary action, including dismissal.

Section 7. **Notification by Employee**. When an employee is unable to work, he/she shall notify the supervisor or other designated persons within two (2) hours before the time he/she is scheduled to

report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with his/her immediate supervisor.

Section 8. **Abuse of Sick Leave**. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and refund of salary or wage paid.

Section 9. **Practitioner Statement**. If medical attention is required, the employee shall be required to furnish a statement from a licensed practitioner notifying the Employer that the employee was unable to perform his/her duties.

A. Where the employee is absent for three (3) or more days due to illness, or if the Sheriff determines that there is a pattern of abuse of sick leave, the employee shall be required to furnish a statement from a licensed practitioner notifying the Employer that the employee was unable to perform his/her duties.

Section 10. **Practitioner Examination**. The Employer may require an employee to take an examination, conducted by a licensed practitioner qualified in the relevant area selected by the Employer, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of the examination shall be paid by the County.

ARTICLE 14
LEAVES OF ABSENCE

Section 1. **Pregnancy and Maternity Leave**. Leave due to pregnancy and maternity purposes of the employee shall be treated in the same manner as illness or injury in accordance with Article 13, Sick Leave, of this agreement.

Section 2. **Leave of Absence Without Pay**. The Employer may grant leave of absence without pay to an employee in the bargaining unit. Such leave may be granted for a maximum duration of six (6) months for any personal reasons of the employee, and may not be renewed or extended beyond six (6) months. Leave may be granted for a maximum period of two (2) years for the purposes of education, training, or specialized experience which would be of benefit to the Employer by improved performance of any level, or voluntary service in any governmentally sponsored program of public betterment. Upon completion of such a leave of absence, the employee shall be returned to the position which he formerly occupied, or to a similar position if his former position no longer exists. He may be returned to active pay status prior to the originally scheduled expiration of the leave, if such earlier return is agreed to by the Union and the Employer. If it is found that the leave is not actually being used for the purpose for which it was granted, the Employer shall impose discipline up to and including discharge.

Section 3. **Failure to Return From Leave of Absence**. An employee who fails to return to duty at the completion of a leave of absence, without reporting to the Employer or his representative, may be terminated from employment.

Section 4. **Military Leave**. Employees who are members of the Ohio National Guard, the Ohio Defense Corps, Naval 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 in the military service on field training or active duty for periods not to exceed a total of one (1) month in any one (1) calendar year. For the purpose of this article, "month" shall mean twenty-two (22), eight (8) hour work days, or one hundred and seventy-six (176) hours.

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. The maximum number of hours for which pay may be made in any one (1) calendar year under the provisions is one hundred seventy-six (176) hours. A "permanent public employee" will be granted a leave of absence without pay to be inducted or to otherwise enter military service. For the purpose of this provision, a "permanent public employee" means an employee who holds a position with the Employer that requires him to work a regular schedule of twenty-six (26) consecutive bi-weekly pay periods and which is not limited to a specific season or duration.

Any employee called or ordered to the uniformed services for longer than a month in a calendar year because of an executive order issued by the President of the United States, because of an act of Congress, or because of an order to perform duty issued by the Governor pursuant to Section 5919.29 of the Revised Code, is entitled, during the period designated in the order or act, to a leave of absence, and to be paid during each monthly pay period of that leave of absence, the lesser of the following:

A. the difference between the employee's gross monthly wage or salary as an employee and the sum of the employee's gross uniformed pay and allowances received that month;

B. five hundred dollars ($500.00).

However, no employee is entitled to these payments if the sum of his gross uniformed service pay and allowances received in a pay period exceeds his gross wage or salary from the Employer for the same period.

An appointment may be made to fill a vacancy created when an employee enters military service. However, if the person filling such a vacancy also enters military service, he/she may be reinstated to the position after completion of service only if the first employee (the original incumbent) fails to timely apply for reinstatement, or makes a written waiver of all rights to the position.

An employee who re-enlists while on active duty, or a commissioned officer who voluntarily enters an extended active duty beyond that required upon accepting a commission, is not eligible for reinstatement.

A veteran separated or discharged under honorable conditions must make application for re-employment to the former position within ninety (90) days from the date of release from service, or within ninety (90) days after release from hospitalization due to in-service injury or illness which has not exceeded a period of more than two (2) years. The following procedures apply:

A. Reinstatement must be accomplished "promptly" (normally within thirty [30] days) after application is received by the Employer;

B. A photostatic copy of the discharge or certificate of service must accompany all requests for reinstatement or reappointment if such is available at the time;

C. The veteran must be physically qualified to perform the duties of the position. Where a disability sustained in the military service precludes restoration to the original position, the veteran will be placed in a position of like status and pay, compatible with his/her physical condition; and,

D. The veteran is entitled to all salary benefits or other advancement accruing to the position during military absence as follows:

1. Sick leave - that amount which had been accumulated at the time of entering service;

2. Vacation leave - time spent on military leave will be counted in determining the employee's length of service, but no vacation credit will be accumulated during the time spent on military leave;

3. Automatic salary adjustments; and

4. Any changes in classification or pay range which would have accrued to the position if the employee had been on the job.

Section 5. **Non-Job Related Court Leave**. The Employer shall grant full pay for regularly scheduled working hours on any day when an employee is subpoenaed for any jury duty by the United States, the State of Ohio, or a political subdivision. All compensation received for jury duty is to be remitted by the employee to the Employer, unless such duty is performed totally outside of normal working hours.

It is understood that an employee released from jury duty prior to the end of his/her scheduled work day shall report to work for the remaining hours, except for those employees assigned to the midnight to 8:00 a.m. shift.

Section 6. **Paternity Leave**. Employees shall be granted sick leave for the care of the employee's wife and family during the post-natal period. A limit of four (4) consecutive days shall be authorized for post-natal care. Employees shall submit a written request to the Employer as far in advance as is reasonable for paternity leave.

Section 7. **Disability Leave**. A medically or psychologically incapacitated employee who has successfully completed his probationary period, and who has exhausted all accumulated sick leave, may request a disability leave without pay for a maximum of twenty-four (24) months. Such request shall be submitted in writing to the Employer, and must be accompanied by a licensed practitioner's

signed statement verifying the need for the leave and the probable date on which the employee will be able to return to full service.

The disability leave will end on the date the licensed practitioner releases the employee to return to full duty, or at the expiration of the twenty-four (24) month period, whichever occurs first. If the employee is unable to return to work at the end of the twenty-four (24) month period, he shall be separated from service.

Section 8. **Family and Medical Leave**. The parties agree to comply with the provisions of the Family and Medical Leave Act of 1993 (FMLA). The parties further agree that the Employer reserves the right to develop policies in order to implement the FMLA, and that such policies shall not conflict with any terms and conditions of this agreement.

ARTICLE 15
CONVERSION OF UNUSED SICK LEAVE

Section 1. Those employees covered under this agreement who are eligible or who become eligible to retire and have completed ten (10) years of continuous service with the County shall be entitled to convert accrued but unused sick leave to a cash payment on the following basis:

Conversion Rate	Accumulation	Maximum Conversion Amount
25% of Accumulation	960 or less	240
25% of Accumulation	961-1,260	300
25% of Accumulation	1,261-1,560	360
25% of Accumulation	1,860 or more	420

Section 2.

A. In addition to the conversion of unused sick leave upon retirement as addressed in Section 1 above, employees may also participate in any sick leave conversion program offered by the Wayne County Board of Commissioners in accordance with the Wayne County Personnel Policy and Procedures Manual as currently enacted. The conversion program is appended to the Agreement as Appendix E. The parties recognize that PERS regulations control whether or not time converted is earnable salary. The parties further agree that an employee will be allowed to convert up to the maximum permitted under the policy regardless of whether or not such time is pensionable.

ARTICLE 16
SENIORITY

Section 1. Seniority shall accrue to all employees in accordance with the provisions of this agreement. Employees shall be entitled to exercise their seniority rights in accordance with the specific terms and conditions of this agreement.

Section 2. "Wayne County Sheriff's Office Seniority" shall in all applications be computed on the basis of uninterrupted length of continuous service with the Employer. "Rank Seniority" shall be

computed on the basis of total time in rank. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 3. **Probation**. Each new employee of the Wayne County Sheriff's Office shall be required to complete a three hundred and sixty-five (365) day probation period.

Section 4. A newly promoted employee shall complete a probation period of one hundred eighty (180) days.

ARTICLE 17
HEALTH AND SAFETY

Section 1. Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to attempt to provide safe working conditions and working methods for his employees. The employee(s) accepts the responsibility to maintain his tools, equipment, and work area in a safe and proper manner, and accepts the responsibility to follow all safety rules and safe working methods of the Employer. All working conditions believed to be unsafe must be reported to the employee's supervisor in charge as soon as said unsafe working conditions are known. The supervisor will investigate all reports of unsafe working conditions, and will attempt to correct any which are found and see that the safety rules and safe working methods are followed by his employees. Employees must also report all job-related injuries at the time of the injury or within twenty-four (24) hours, unless there are extenuating circumstances.

ARTICLE 18
SCHEDULING

Section 1. Each new schedule will be for a four (4) week period and will be posted two (2) weeks prior to it going into effect. Any time an employee's schedule is changed after the schedule is posted, the employee will be given written notice in advance of such change.

Requests for an exchange of scheduled shift assignment may be made by an employee. Such requests must be made in writing to the division commander. Ability to perform the work will be taken into consideration in determining whether to approve the exchange. Any exchange may not result in premium pay or compensatory time.

Section 2. An employee scheduled to work a "doubleback" (i.e., two [2] non-consecutive shifts in a twenty-four [24] hour period) shall be paid at a rate of one and one-half (1 1/2) times his regular rate for those hours actually worked during the period of time within the second of the two (2) shifts in the twenty-four (24) hour period. There shall be no pyramiding of overtime.

Section 3. Deputies shall be permitted to choose their preferred shift and days off annually (January 1 - December 31) on the basis of seniority and within their work assignments as determined by the Employer. Probationary employees shall be assigned shifts and days off according to the operational needs of the Employer.

If a non-probationary Jail Deputy leaves employment during the annual period, his vacancy will be awarded to the most senior non-probationary Jail Deputy who indicates interest in the vacancy. Any succeeding vacancies that are created will be filled in the same manner until the final vacancy is assigned to the least senior non-probationary Jail Deputy.

ARTICLE 19
EXTRA DETAILS

Section 1. The Employer acknowledges that from time to time the Sheriff's Office is contacted by private citizens, businesses, and public entities, etc., about hiring off-duty deputies to provide security for various functions. The Union acknowledges that an employee's acceptance of an extra detail assignment is strictly voluntary, and that the involvement of the Employer is limited to helping to arrange the extra details between the off-duty deputy and the third party, and is not, for purposes of complying with the Fair Labor Standards Act, to be construed as the scheduling of employees.

The Employer hereby agrees that when calls are made to the Sheriff's Office asking for deputies to provide off-duty security, that over any twelve (12) month period, roughly ninety percent (90%) of such off-duty jobs will be offered to the members of the bargaining units and ten percent (10%) of such jobs will be offered to non-bargaining unit members.

Section 2. Extra details for the Wayne County Fair shall be assigned on an equitable basis as is practicable based on seniority, and shall not be included on the extra details roster. All other extra details shall also be assigned with preference for seniority in the following manner:

A. To the extent practicable, every extra detail will be posted as soon as possible after it is received with the date and time of posting noted.

B. The posting will be awarded strictly by seniority for forty-eight (48) hours after its initial posting. Thereafter, the extra detail will be awarded on a first-come, first-served basis.

Section 3. The Employer shall execute a side letter agreement with the Union setting forth the rates of compensation for extra details as previously agreed to by the parties. The letter and this section shall terminate with the collective bargaining agreement.

Section 4. The Sheriff will not arbitrarily oppose any application for worker's compensation, which is properly supported and filed by an employee injured while working an extra detail.

The Union concedes that the Sheriff does not administer the workers compensation programs and that determination of coverage is not within its power to decide. This agreement is only intended as a promise not to oppose such coverage under the circumstances set forth above.

ARTICLE 20
VACANCIES: IDENTIFICATION, ANNOUNCEMENT, AND APPLICATION

Section 1. The Sheriff shall post, internally, vacancies which occur or are imminent within the organization, except in those cases where an employee is eligible for reinstatement from layoff to the vacant position. Vacant positions shall be filled by promotions whenever possible.

Section 2. If no current Sheriff's Office employee is deemed qualified for advancement by the Sheriff, the job will be filled by selecting from outside applicants.

Section 3. Each announcement, insofar as practicable, shall specify the title, salary, nature of the job, the required qualifications, the type of selection procedure to be used, and the deadline and place of application.

ARTICLE 21
MISCELLANEOUS

Section 1. **Uniform Allowance For Plain Clothes Officers**.

A. No employee shall be eligible to receive a plain clothes uniform allowance until he has worked in plain clothes capacity for at least a six (6) month period.

B. No eligible employee shall purchase any clothing in excess of seven hundred dollars ($700.00) in any given calendar year.

C. Any clothing purchased within a six (6) month period prior to the employee leaving his plain clothes capacity with the Sheriff's Office must be returned to the Office.

D. Records of clothing purchases shall be maintained by the lieutenant. These records shall include the date of purchase, amount of purchase, and articles purchased by each employee. All billings for these purchases will be submitted to the lieutenant on the day after each purchase. The billing will be reviewed and each item listed approved prior to the billing being forwarded to Purchasing for payment. If any item purchased is found to be of unnecessarily high quality, the purchase of that item will be refused, and the employee will return it to the place of business.

E. Acceptable items of clothing which may be purchased include shirts, sport coats, slacks, suits, ties, overcoats, and shoes.

F. Places of purchase: as designated by the Employer.

G. Members of the bargaining unit assigned to the Detective Bureau are permitted to purchase clothing under the provisions of this article.

Section 2. Pay Period.

A. There are normally twenty-six (26) pay periods per year. All employees are to be paid every other Friday for the two (2) week pay period ending two (2) weeks prior to the payday. The bi-weekly payroll period for employees extends from 12:01 a.m. Sunday through 12:00 midnight the second Saturday.

B. If a holiday occurs on a Friday on which a payday falls, pay checks will be issued on the preceding Thursday, except under extenuating circumstances, in which case pay checks will be issued on the following Monday.

C. Pay advances of any kind are not permitted.

D. A written statement, signed by the employee, must be given to the Sheriff or designee prior to the Sheriff or designee issuing a pay check to any person other than the employee. Such statement must explicitly authorize that person to pick up the employee's pay check in lieu of the employee.

E. The Employer agrees that on a bi-weekly basis it will provide each bargaining unit employee with a written record on the employee's pay stub of the employee's earned but unused sick leave, vacation, and compensatory time balances.

Section 3. Expense Reimbursement. Bargaining unit employees are to receive reimbursement for expenses incurred while traveling on official Employer business. Employees are eligible for expense reimbursement only when travel has been authorized, in writing, by the Employer. Expenses shall be reimbursed in the following manner:

A. Mileage, Parking, and Tolls:

1. Employees shall be reimbursed for actual miles while on official Employer business at the rate established by the Board of County Commissioners when using personal, rather than the Employer's, vehicles. Such payment is considered to be total reimbursement for vehicle-related expenses (e.g., gas, oil, depreciation, etc.). Mileage reimbursement is payable to only one of two or more employees traveling on the same trip in the same automobile.

2. Charges incurred for parking at the destination, and any highway tolls, are reimbursable at the actual amount. Receipts for parking costs and highway tolls are required.

3. No expense reimbursements are paid for travel between home and office.

B. Meals:

Expenses incurred for meals while on official Employer business will be reimbursed at actual cost, with the approval of the Employer. An employee is eligible for such reimbursement only when travel has been authorized by the Employer, and when travel extends through a normal meal period.

C. Overnight Expenses:

Expenses covering the actual cost of a motel room will be reimbursed in full when an employee travels out of the County on official Employer business, and such travel requires an overnight stay. Motel expenses will be reimbursed only with prior authorization by the Employer.

Section 4. Outside Employment.

A. Under no circumstances shall a bargaining unit employee have other employment which conflicts with the policies, objectives, and operations of the Employer's office. In addition, an employee shall not become indebted to a second employer whose interest might be in conflict with those of the Sheriff's Office.

B. Employment "conflicts," as set forth in this section, shall mean when a second job impairs the employee's ability to perform the duties of his or her position with the Sheriff's Office.

C. Full-time employment by the Wayne County Sheriff's Office shall be considered the employee's primary occupation, taking precedence over all other occupations.

D. Prior to accepting "outside" employment, an employee shall notify the Employer, in writing, of his/her intention to be employed in a secondary job. The Employer shall determine whether the "secondary job" presents a conflict with the Sheriff's Office policies, objectives, interests, and/or operations.

E. "Outside" employment, or "moonlighting," shall be a concern to the Employer only if it adversely affects the job performance of the employee's position with the Wayne County Sheriff's Office. Two (2) common employment conflicts which may arise are:

1. Time Conflict: Defined as when the working hours required of a "secondary job" directly conflict with the scheduled working hours of an employee's job with the Employer, or when the demands of a "secondary job" prohibit adequate rest, thereby adversely affecting the quality standard of the employee's job performance with the Employer.

2. Interest Conflict: Defined as when an employee engages in "outside employment" which tends to compromise his/her judgment, actions, and/or job performance with the Employer.

F. Should the Employer feel that an employee's outside employment is adversely affecting the employee's job performance with the Employer, he may recommend, but may not demand, that the employee refrain from such activity. However, any infraction of this section, or other specific offense which is the direct or indirect result of an employee's participation in outside employment, shall result in the employee being disciplined in such a manner that is consistent with the policy of the Employer.

Section 5. Drug and Alcohol Testing.

A. Drug and/or alcohol testing may be conducted on employees upon reasonable suspicion, on a random basis, upon return-to-duty, and on a follow-up basis. Employees selected for random testing shall be sent for the actual test during a time when the employee is regularly scheduled to work.

B. All drug tests shall be conducted by Medpro/Wooster Hospital. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody and control and split sample collection and testing.

C. All alcohol breath tests shall be administered by a trained breath alcohol technician or a law enforcement officer certified to conduct such tests. An alcohol concentration of 0.04 or greater shall be considered a positive result.

D. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory drug test result is positive shall have the right to request a certified copy of the testing results in which the laboratory shall affirm that the test results were obtained using professionally recognized testing methods. The employee shall provide a signed release for disclosure of any and all testing results to the Employer. The Employer shall not disclose the testing results without the consent of the employee, except as otherwise required by a court order.

E. Testing Procedure.

1. All specimens identified as positive on the initial drug test (screen) shall be confirmed through the use of the gas chromatography/mass spectrometry method of detection, or any other method that is professionally recognized as being as or more accurate than the gas chromatography/mass spectrometry method.

2. In the event the confirmatory test confirms the results of the first, the Employer will proceed with sanctions as set forth in this article.

3. In the event the initial and confirmatory test results are positive, the employee is entitled to have the split sample tested in the manner prescribed above at the employee's expense. The results of this test shall be determinative.

F. If the above alcohol and/or drug testing produces a positive result, the employee will be suspended pursuant to the progressive disciplinary procedure. If the employee is suspended, he will also be required to participate in a rehabilitation or detoxification program. The cost of any rehabilitation or detoxification program shall be borne by the employee, unless otherwise covered by the employee's health care insurance.

G. An employee who participates in a rehabilitation or detoxification program shall be allowed, after completion of the suspension, to use sick time, compensatory time, and vacation leave for the period of the rehabilitation or detoxification program. If no such leave time is available, the employee shall be placed on disability leave without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, as certified by a substance abuse professional, and upon receiving results from a return-to-duty test demonstrating that the employee is no longer under the influence of alcohol and/or controlled substances, the employee will be returned to his former position. Such employee may be subject to up to six (6) follow-up tests during the first twelve (12) months following his return to work.

H. A second positive drug and/or alcohol test result will result in termination of any employee not terminated due to the first positive drug and/or alcohol result.

I. The cost of alcohol breath tests and drug screening and confirmatory tests shall be borne by the Employer, except any test initiated at the request of the employee shall be at the expense of such employee. The cost of any return-to-duty and follow-up tests shall also be at the expense of the employee. Any record of disciplinary action, as a result of a positive drug and/or alcohol test, shall cease to have force and effect sixty (60) months after the employee completes his suspension, provided there has been no intervening disciplinary action taken during this time period. All records pertaining to drug/alcohol test results shall be kept in a confidential manner, except as otherwise required by law.

J. Nothing contained in this section shall be construed as a waiver of the Union's right to appeal any disciplinary action, pursuant to the collective bargaining agreement between the Union and the Wayne County Sheriff.

K. Notification of Prescription Medications/Narcotics. All bargaining unit members are required to notify the Wayne County Risk Manager when under a course of treatment that includes prescription narcotics so that a review of the employee's essential job functions and the impact, if any, of those prescription narcotics can be made. Such information shall be considered confidential and not subject to disclosure except to the Medical Review Officer who shall evaluate the employee's ability to safely perform the essential functions of his position in light of the prescription medication. The Risk Manager shall have the authority to consult with the Medical Review Officer who shall be a physician designated by the County and having expertise in occupational medicine. In the event that the opinion of the Medical Review Officer is in conflict with the employee's own physician, the Employer will designate a third physician having expertise in occupational medicine to review the issue and render an

opinion on the employee's fitness for duty. The opinion of that third physician shall be binding on the parties and the Employer will pay for that opinion.

L. Elevated Testing & Prescription Medications. Drug testing levels are applicable to all testing situations, except for those where an employee has been taking legally prescribed medications/narcotics and conforming to the prescribed dosage regimen. Any employee who tests above the NIDA established levels in these substance groups as a result of a legally prescribed medication/narcotic shall not be considered to have tested positive under this policy if the level reflects the dosage regimen. However, where the level is above the NIDA level and inconsistent with the dosage schedule, the employee shall be subject to discipline as a positive test.

Section 6. Performance Evaluations. Signature of employees shall be required on performance evaluations. Such signing will indicate only that the employee has read the evaluation. No subsequent evaluation comments may be made on record copies once the employee has signed his evaluation. The employee shall have the right to add his response in the form of an addendum.

Employees shall be furnished a copy of their evaluation upon request.

Section 7. The Employer agrees to maintain the practice of employee use of Sheriff's Office vehicles in accordance with Employer policy. Should the Employer determine to amend or discontinue this practice, he shall notify the Union prior to implementation in order to allow the Union the opportunity, if it so desires, to meet with the Employer to discuss the effect of its decision.

Section 8. Personal Property Reimbursement.

A. Upon presentation to the Employer of evidence of damage to an employee's personal property, the Employer agrees to pay for the repair, replacement, or reimbursement of the personal property up to a maximum value/cost of three hundred dollars ($300.00) per occurrence.

B. In order to be considered eligible for personal property repair, replacement, or reimbursement, the damage must occur while an employee is performing his assigned duties with due caution and without negligence.

C. For purposes of this section, eyeglasses, contact lenses, watches, and other such items worn on the body will be considered "personal property." Employee-owned items such as cellular car phones and police scanners which are voluntarily placed by an employee in his assigned vehicle are not eligible for repair, replacement, or reimbursement under this section.

D. Employees agree to cooperate fully with the Employer in any efforts made to obtain reimbursement from the party originally responsible for any damage to an employee's personal property.

Section 9. Agreement Supersession.

A. The parties agree that this agreement supersedes and replaces all pertinent statutes and civil

service rules and regulations which it has the 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 sections 124.01 through 124.56, 325.19, and 4111.03, which conflict with the specific provisions of this agreement, are replaced by the provisions contained in this agreement.

Section 10. Workers' Compensation Programs. The Union agrees that the Employer reserves the right to implement workers' compensation programs during the life of this agreement, consistent with Revised Code Chapter 4117, provided such programs do not conflict with any terms and conditions of the agreement and provided the Employer notifies the Union and the bargaining unit at least ten (10) days in advance of the implementation of such program(s).

Section 11. Footwear. Bargaining unit employees will be reimbursed up to one hundred fifty dollars ($150.00) per calendar year for the purchase of approved boots or shoes, in accordance with the Sheriff's Uniform Issuance policy.

ARTICLE 22
LABOR/MANAGEMENT MEETING

Section 1. In the interest of effective communications, either party may at any time request a Labor/Management meeting by submitting a written request to the other party. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. A meeting shall be scheduled within ten (10) days of the date the written request is received at a mutually agreeable time, but no more frequently than semi-annually, unless both parties agree to meet more frequently. These meetings shall not be regarded in any form as negotiations meetings.

Section 2. The purpose of such meeting shall be limited to:

A. Discuss the administration of this Agreement;

B. Notify the Union of changes made by the Employer which affect bargaining unit members;

C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties;

D. Disseminate general information of interest to the parties;

E. Discuss ways to increase productivity and improve efficiency;

F. Consider and discuss health and safety matters relating to employees.

Section 3. There shall be no more than two (2) bargaining unit employee representatives in attendance at the Labor/Management meeting. There should be no more than three (3) Employer representatives at the meeting.

ARTICLE 23
UNION BULLETIN BOARDS

Section 1. The Employer agrees to provide one (1) bulletin board at the Sheriff's Office. The space provided for the bulletin board shall be approximately 2' x 4'. The Union agrees that this shall be the only area used by the Union or its members for the posting of notices of Union business.

Section 2. All notices which appear on the Union's bulletin board shall be posted and signed by a Union official in the bargaining unit during non-working time, and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

A. Union recreational and social affairs;

B. Notice of Union meetings;

C. Union appointments;

D. Notice of Union elections;

E. Results of Union elections;

F. Reports of standing committees and independent arms of the Union; and,

G. Legislative reports.

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

A. Personal attacks upon any other member or any other employee;

B. Scandalous, scurrilous or derogatory attacks upon the Administration; and,

C. Attacks on and/or favorable comments regarding a candidate for public office.

ARTICLE 24
OVERTIME COMPENSATION

Section 1. Employees shall be entitled to overtime compensation at one and one-half (1 1/2) times their regular hourly rate of pay for time actually worked in excess of forty (40) hours, inclusive of roll call time, within a seven (7) calendar day period.

Section 2. For purposes of this article, only time actually worked, legal paid holiday time, vacation leave time, compensatory time, and personal leave shall be considered in calculation of overtime payment. Time spent on paid sick leave, except for sick leave hours utilized pursuant to Article 26, Section 6, time spent traveling, and time spent overnight on official County business shall not be considered time worked for overtime purposes.

Section 3. Employees may elect to use compensatory time in lieu of compensation for overtime worked. Such compensatory time shall be paid on a time and one-half (1 ½) basis, except for compensatory time for taking a holiday off. In any week when sick time is used, such compensatory time shall be on an hour-for-hour basis. An employee who wishes to utilize compensatory time off will normally be required to submit a request in writing to his division commander at least seven (7) days in advance. However, an employee may be permitted to utilize compensatory time off with less than a seven (7) day request if such time is mutually agreeable to the employee and the Employer. Compensatory time will not accrue beyond sixty (60) hours.

Section 4. All overtime shall be authorized by the Sheriff or designee in advance of the overtime being worked. Unusual circumstances and situations may require employees to work overtime without having prior authorization.

Section 5. Any employee who, while in an on-call status, is required to remain on the Employer's premises, or at his home or other specific location to await a call when needed, is considered as being unable to use the time effectively for his own purposes and shall be considered to be working during the entire time he is on-call.

Section 6. Any employee called back to work at a time that does not abut his regularly scheduled shift shall be guaranteed a minimum of two (2) hours of pay at the appropriate rate. The guarantee of two (2) hours does not, however, apply when the employee is called back to correct his own error or to complete an unfinished work assignment.

Section 7.

A. Whenever the Employer determines there is a need for overtime in the jail, the Employer will first offer the overtime, by seniority, to those deputies who normally work the shift with the overtime opportunity, but who are not scheduled to work the day the overtime opportunity occurs. Then the Employer will offer the overtime, by seniority, to those deputies who are on duty.

B. If the Employer is unable to fill the overtime through the above procedure, the Employer will hold over, for at least four (4) hours, the least senior deputy who is on duty, and will offer the remaining four (4) hours, by seniority, to those deputies who are scheduled to report for the next shift. If the remaining four (4) hours cannot be filled from amongst deputies scheduled to report for the next shift because no one can be contacted, then the Employer may contact any off-duty deputy assigned to the jail to fill the remaining four (4) hours of the shift.

C. If the Employer is unable to fill the remaining four (4) hours of the overtime through the above procedure, the Employer will continue to hold over the least senior deputy for the balance of the shift.

D. The above procedure (A-C) will be limited to those deputies who are assigned to work a specific division or unit (e.g., a patrol deputy will not be offered an opportunity to work overtime in the jail and vice versa).

E. If the Employer inadvertently fails to offer overtime to an employee in accordance with the above procedure, such employee will be offered the next available overtime opportunity.

F. The parties acknowledge that the Employer may deviate from the above procedure (A-C) when gender is a factor (bfoq) in determining who can fill the overtime need.

ARTICLE 25
BENEFITS

Section 1. The Employer shall make available to all bargaining unit employees comprehensive major medical/hospitalization health care insurance, dental and prescription plans, substantially equivalent to the plans in effect as of the effective date of this agreement, for the life of this agreement. The Employer shall select carriers/providers and otherwise determine the method of provision and coverage. The participating employee may elect either single or family coverage. The Employer shall not provide greater levels of benefits to other Wayne County employees than that provided to bargaining unit employees.

Section 2. If, during the life of this agreement, it becomes necessary for the Employer to change carriers or modify coverage under Section 1, the Employer agrees to meet with the Union in advance of such action for the purpose of discussing the change in carriers and/or modifications of coverage. Changes made to coverage offered under Section 1 to comply with the Affordable Care Act shall not render the offering not substantially equivalent.

Section 3. The Employer agrees to pay eighty percent (80%) of the monthly cost for those bargaining unit employees who elect to receive health care, dental, and prescription drug coverage. The employee shall be required to pay the remaining twenty percent (20%).

Section 4. Notwithstanding the provisions of Section 1 above, which provides for health care coverage, the Union agrees that the Employer may offer alternative health care coverage programs during the term of the agreement.

The terms and conditions of such alternative programs shall be determined by the Board of Commissioners. The cost and/or the terms and conditions of said programs shall be at the discretion of the Board of Commissioners and may be subject to change.

In the event of changes in the cost and/or terms and conditions of such alternative programs, affected employees may withdraw from said program and shall be entitled to the benefits described in Section 1 above.

Section 5. The Employer shall provide at no cost to employees a term life insurance plan in the amount of twenty thousand dollars ($20,000).

Section 6. Legal defense and indemnity shall be provided pursuant to Ohio Revised Code, Section 2744.07. Compliance with this provision shall not be subject to the grievance procedure/arbitration. Compliance shall be subject to applicable statutory procedures.

Section 7. If the Employer adopts a plan to pay a monthly amount to those employees who chose to waive health care coverage, bargaining unit employees will be provided with the opportunity to participate in the plan.

ARTICLE 26
HOLIDAYS

Section 1. In addition to any payment received for hours worked on a holiday, employees shall be entitled to eight (8) hours of straight time pay for each of the following paid holidays:

New Year's Day	(1st day of January)
Martin Luther King Day	(3rd Monday of January)
President's Day	(3rd Monday of February)
Memorial Day	(Last Monday in May)
Independence Day	(4th of July)
Labor Day	(1st Monday in September)
Columbus Day	(2nd Monday in October)
Veteran's Day	(11th day of November)
Thanksgiving Day	(4th Thursday of November)
Christmas Day	(25th day of December)

Section 2. In the event any of the aforementioned holidays fall on a Saturday, for those employees who work Monday through Friday (non-continuous operations personnel), the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays fall on a Sunday, for non-continuous operations personnel, the Monday immediately succeeding shall be observed as the holiday. Continuous operations personnel shall observe the holiday on the actual day on which it falls.

Non-continuous operations personnel shall take off on any holiday that falls on a work day unless otherwise approved by the Employer, and will be compensated for that day, eight (8) hours of pay at the straight time rate, during the pay period in which the holiday actually occurs, in lieu of the payment referenced in Section 4 below.

Section 3. Any work performed on any one of the days listed in Section 1 above shall be paid at the rate of one and one-half (1 1/2) times the normal hourly rate.

Section 4. Effective November 15, 2014, continuous operations employees shall receive the eight (8) hours of straight time pay for each of the holidays listed in Section 1 above, on the Friday before Thanksgiving 2015, and on the same day each year thereafter. The total amount of straight time payout will be eighty (80) hours which will include the Thanksgiving and Christmas holidays from the previous year and the first eight (8) holidays listed in Section 1 above from the same year in which payment is received. This payment is in addition to any premium pay received during the pay period in which it is earned, for hours worked on the holiday under Section 3 above.

Section 5. Effective November 14, 2014, paragraph 3 of the MOU between the parties dated September 20, 2011, will cease to have any force and effect.

Section 6. **Personal Leave**. Each employee shall be entitled to one (1) day of personal leave with pay per calendar year. Each employee having less than nine hundred sixty (960) hours sick leave accumulation may request a second day of personal leave with pay per calendar year provided that the employee's approved and unused sick leave entitlements shall be reduced by eight (8) hours. For those employees having more than nine hundred sixty (960) hours sick leave accumulation, the second day of person leave may be requested without a deduction being made from sick leave accrual. Each request for personal leave shall whenever possible be made at least one (1) day in advance of its intended day of usage (emergency consideration will be given), and must be approved by the Division Commander. If the employee does not use the one (1) day of personal leave entitlement by December 31 of the calendar year in which it accrues, the personal leave day shall be converted into sick leave.

ARTICLE 27
VACATION

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

Length of Service	Vacation
less than 1 year	none
1 year but less than 8 years	80 hours
8 years but less than 15 years	120 hours
15 years but less than 20 years	160 hours
20 years or more	200 hours

Such vacation leaves shall accrue to employees at te following rates:

Annual Vacation Entitled To	Credited Per Pay Period
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours

Section 2. New employees of the Employer may be entitled vacation service credit earned in other local government agencies in Ohio during previous periods of employment.

Section 3. No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he/she has completed one (1) year of employment with the Employer.

Section 4. Vacations shall be taken in minimum increments of eight (8) hours. An employee who wishes to take vacation between April 1 and December 31 of any year shall request such vacation between January 1 and February 28 of the same year. Vacation requests will be granted on the basis of Wayne County Sheriff's Office seniority and in accordance with the workload requirements of the individual divisions.

Vacation requests made after February 28 shall be approved on a "first come-first served" basis subject to previously scheduled vacation and workload requirements. Requests to take vacation during the period of January 1 through March 31 shall also be approved on a "first come-first served" basis and in accordance with workload requirements.

Section 5. An employee wishing to change his/her scheduled vacation, or an employee requesting vacation on a "first come-first served basis," shall submit their request at least fourteen (14) days in advance of the posting of the schedule in which the employee desires to take the vacation. The Employer may waive the advance notice if the employee can show that there is a bona fide reason.

The Employer shall have the right to deny vacation requests if workload requirements so mandate.

Section 6. Once the vacation has been approved by the Employer, alteration or cancellation of vacation days off by the Employer shall be based only on unforeseen emergency needs.

Section 7. Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer may, in special circumstances, permit an employee to accumulate vacation from year to year. This accumulation of vacation time must be approved in advance and must be in response to special circumstances as outlined in a written request submitted by the employee.

Section 8. The maximum accrual of vacation credit is limited to three (3) times the employee's annual entitlement. An employee who reaches maximum accrual shall cease to accrue vacation credit until such time as he reduces his vacation balance.

Section 9. Days specified as holidays in this agreement shall not be charged to an employee's vacation leave.

Section 10. An employee is entitled to compensation, at his current rate of pay, for the previously accrued and unused vacation leave and the prorated portion of any earned but unused vacation leave for the current year to his credit at time of separation. In addition, employees may also participate in any vacation leave conversion program offered by the Wayne County Board of Commissioners in accordance with the Wayne County Personnel Policy and Procedures Manual as currently enacted The conversion program is appended to the Agreement as Appendix E. The parties recognize that PERS regulations control whether or not time converted is earnable salary. The parties further agree that an employee will be allowed to convert up to the maximum permitted under the policy regardless of whether or not such time is pensionable. Notwithstanding the policy limitations on vacation conversion, bargaining unit members may elect to convert up to one hundred twenty (120) hours of vacation leave per year.

Section 11. In the case of the death of an employee, the unused vacation leave and unpaid overtime to the credit of any such employee shall be paid to his beneficiary, or to his estate.

ARTICLE 28
POLICIES AND PROCEDURES

Section 1. The Union recognizes that the Employer or his designee, in order to carry out his statutory mandates and goals, has the right to promulgate policies, procedures, and directives, consistent with statutory authority, and to regulate the personal conduct of employees when on the job and in the conduct of the Employer's services and programs.

Section 2. It is the Employer's intention that policies, procedures, and directives should be interpreted and applied uniformly to all employees under similar circumstances.

Section 3. It is agreed that where the Employer has determined that written policies, procedures, and directives are necessary, the Employer will make them available to the employees. Copies of newly established written policies, procedures, and directives, or amendments to existing written policies, procedures, and directives will be furnished to representatives of the Union.

Section 4. The parties recognize that it is the philosophy of the Employer to inform the employees in advance of any change in the policies, procedures, and directives. This notice shall be by posting a notice on the bulletin board(s), or through general distribution of a copy of the policies, procedures, and directives.

Section 5. This section shall not be interpreted in any manner to relieve an employee of his/her responsibilities to follow the established rules and procedures of good conduct whether or not such rules and procedures have been reduced to writing.

Section 6. It is understood that this article does not relieve any employee from following instructions or orders in the normal course of work. Failure to follow such instructions and orders shall be grounds for disciplinary action. The Union waives no right to contest any instructions or orders through the grievance procedure which may be in violation of this agreement.

ARTICLE 29
INJURY LEAVE

Section 1. In the event of a service-connected injury incurred in the active discharge of duty, the employee shall receive full pay for a period not to exceed one hundred twenty (120) calendar days from the date of injury. The Employer may grant additional injury leave on a case-by-case basis for such additional periods of time as the injury may warrant. The granting of additional injury leave shall not be unreasonably denied. Upon approval of the injury claim by Workers' Compensation, the employee shall pay to the Employer all income benefits paid by Workers' Compensation for the period during which the employee received full pay.

Section 2. To apply for benefits under Section 1 above, written application shall be made to the Employer accompanied by a certificate from a registered physician stating that such employee is unable to work and that such disability is the result of or is connected with the duties of such employee. It shall be the duty of the Employer to approve or reject the application, and in doing so, he may require examination by a registered physician of his selection.

Before any employee who has made application to the Employer for benefits under this article is entitled to receive any benefits under this article, he shall first make application for Workers' Compensation benefits. He must also complete an Injury-On-Duty report and reimbursement agreement with the Employer as soon as possible following the injury.

Section 3. In the event such Injury-On-Duty is disallowed by the Bureau of Workers' Compensation or the Industrial Commission of Ohio, the employee shall be charged with all time lost from work against his accumulated sick leave time, or at the employee's option, the benefits shall be repaid in cash, accumulated vacation, and/or compensatory time. If the employee does not have accumulated sick leave, vacation, and/or compensatory time to cover either all or part of the time off up to and including the date the claim is disallowed, then any monies paid to the employee by the Employer under this article shall be repaid by the employee to the Employer.

ARTICLE 30
COURT TIME

Section 1. An employee in an off-duty status who is scheduled to appear in court in reference to his official duties shall call one (1) hour in advance to determine if his presence is still required. If he is required to appear, he shall receive a minimum of three (3) hours pay, or actual hours worked, at the applicable rate of pay. However, if the Court appearance abuts the employee's scheduled starting or quitting time, he will receive payment for the abutment time and the actual court time at the applicable rate of pay. For purposes of this article, abutment shall mean a period of one (1) hour

before the employee's scheduled starting time and one (1) hour after the employee's scheduled quitting time.

ARTICLE 31
WAGES

Section 1. Effective the beginning of the first full pay period after January 1, 2015, the hourly rates of pay for bargaining unit employees shall be as follows:

Sheriff's Office Service	Hourly Rate
	(2.5%)
0 years	$16.69
1 year	$17.72
2 years	$18.28
3 years	$19.97
4 years	$20.59
5 years	$21.94
6+ years	$23.22

Section 2. Effective the beginning of the first full pay period after January 1,2016, hourly rates of pay for bargaining unit employees shall be as follows:

Sheriff's Office Service	Hourly Rate
	(2.5%)
0 years	***$17.10***
1 year	***$18.17***
2 years	***$18.73***
3 years	***$20.47***
4 years	***$21.11***
5 years	***$22.48***
6+ years	***$23.80***

Section 3. Effective September 1, 2016, the Union may file to reopen the contract on wages only.

Section 4. Bargaining unit employees shall be entitled to longevity compensation based upon completed years of full-time service with the Sheriff's Office as follows:

Length of Completed Full-Time Service	Annual Longevity
After 10 years	$300.00
After 12 years	$400.00
After 14 years	$500.00
After 16 years	$600.00
After 18 years	$700.00

The employee's annual longevity payment shall be divided by two thousand one hundred forty-five (2,145) and added to the employee's hourly rate of pay. Longevity shall not be cumulative, i.e., upon the completion of the applicable number of years of service an employee shall be eligible for the annual longevity amount for that category only, as set forth above.

Section 5. All employees in the classification of Detective shall receive one dollar ($1.00) per hour for all hours they are designated as being on-call, in addition to any other compensation to which they are entitled under this agreement.

Section 6. Effective September 1, 2008, a stipend of an additional one dollar ($1.00) per hour will be paid for all hours worked by a Deputy designated as Officer-in-Charge ("OIC").

ARTICLE 32
WAIVER IN CASE OF EMERGENCY

Section 1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Wayne County Commissioners, the Wayne County Sheriff, and/or the federal or state legislature, such as acts of God and civil disorder, the following conditions of this agreement shall automatically be suspended:

A. time limits for Management or the Union's replies on grievances; and,

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

Section 2. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure of this agreement, and shall proceed from the point in the Grievance Procedure to which they (the grievance(s)) had properly progressed.

ARTICLE 33
SEVERABILITY

Section 1. If during the life of this agreement any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the agreement shall not be affected thereby. In the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the Union will meet promptly for the purpose of discussing a mutually satisfactory replacement for such provision.

ARTICLE 34
RESIDENCY

Section 1. As a condition of employment, any employee hired after the effective date of this contract who is not already a resident of Wayne County or an adjacent county at the time of his hire must

become a resident of Wayne County or an adjacent county within ninety (90) days after the end of his probationary period.

Section 2. As a condition of continued employment, any current or new employee who is or becomes a resident of Wayne County or an adjacent county must remain a resident of Wayne County or an adjacent county for the duration of his employment with the Sheriff's Office.

ARTICLE 35
DURATION OF AGREEMENT

Section 1.

A. Except as otherwise specifically set forth herein, this agreement shall be effective as of September 1, 2014, and shall remain in full force and effect until August 31, 2017, unless otherwise terminated as provided herein. The parties agree that the expiration date shall not prohibit the bargaining unit from receiving any retroactive wage or economic increase from a conciliator pursuant to Section 4117.14 (G) (11).

B. If either party desires to modify, amend, or terminate this agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days nor later than sixty (60) calendar days prior to the expiration date of this agreement. Such notice shall be by regular mail or other acceptable means. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

C. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. The provisions of this agreement constitute the entire agreement between the Employer and the Union, and all prior agreements, either oral or written, are hereby canceled. Except where required, or by mutual agreement, the Employer and the Union, for the life of this agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this agreement.

Section 2. This agreement is subject to all applicable federal and state laws, and such rules and regulations or any judicial decisions interpreting them. In the event any provision of this agreement is found to be contrary to the above by a court of competent jurisdiction, or by any official having authority to rule in the matter, it shall be of no further force and effect, but the remainder of the agreement shall remain in full force and effect.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 2nd day of ~~September~~ July 2014.

FOR THE WAYNE COUNTY SHERIFF

Travis Hutchinson, Sheriff

Douglas Johnson, Chief Deputy

Michael D. Esposito, Negotiator

FOR THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

Joe Hegedus, Staff Representative

#445

Negotiating Committee

Negotiating Committee

Negotiating Committee

WAYNE COUNTY COMMISSIONERS

Jim Carmichael, Commissioner

Ann Obrecht, Commissioner

Scott Wiggam, Commissioner

APPENDIX A
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

Application For Membership And Authorization For Dues Deduction

I hereby request and accept membership in the **OHIO PATROLMEN'S BENEVOLENT ASSOCIATION** and authorize said Association to represent me and in my behalf negotiate and conclude any and all agreements as to wages, hours, and other conditions of my employment. This full power and authority to act for the undersigned supersedes and cancels any power and authority heretofore given any person or organization to represent me. I agree to be bound by the constitution and by-laws and the rules and regulations of the **OHIO PATROLMEN'S BENEVOLENT ASSOCIATION.**

I authorize the County of Wayne to deduct from my pay initiation fees, dues, and assessments and any other authorized sums in such amounts as may be certified to the County by appropriate officers of the Association, and to pay said amount over to the **OHIO PATROLMEN'S BENEVOLENT ASSOCIATION.** This full power and authority to deduct dues and other authorized sums from my pay in accordance with law supersedes and cancels any power any authority heretofore given to any person or organization.

This authorization is to continue until withdrawn by me in accordance with law.

Name _____ Badge No._____

Street _____ City _____

Rank _____ Telephone Number_____

Date _____ Department _____

Blood Type _____ Date of Birth _____

Signature _____

APPROVED: _____

APPENDIX B
GRIEVANCE APPEAL FORM

Name Of Employee _____ Grievance No. _____
(Grievant)

Classification _____

Date And Time Of The Incident Giving Rise To The Grievance _____ _____
(Date) (Time)

Date And Time The Grievance Was First Discussed With Supervisor _____ _____
(Date) (Time)

Nature Of Grievance, Article And Section Violated: _____

_____

_____

_____

_____

Statement Of Facts: _____

_____

_____

Relief Requested: _____

_____

_____

_____ _____
(Employee's Signature) (Steward's Signature)

GRIEVANCE APPEAL
STEP 1

Delivered by Grievant to Division Commander

Grievant _____ Date _____

Received By _____ Date _____

Division Commander Answer: _____

_____

_____

_____

Division Commander : _____ Date _____

GRIEVANCE APPEAL
STEP 2

Delivered By Grievant To Sheriff

Grievant _____ Date _____

Received By _____ Date _____

Sheriff's Answer: _____

_____

_____

_____

Sheriff/Designee: _____ Date _____

APPENDIX C
INJURY LEAVE AGREEMENT

The Wayne County Sheriff, the Employer, and _____, the employee, agree as follows:

Whereas, the employee has been injured during the course of his or her employment with the Wayne County Sheriff's Office and has filed a claim for Worker's Compensation, said injury having occurred on or about _____, and the claim being numbered _____, and

Whereas, the employee desires and/or did desire to be paid regular compensation by the Employer while the employee is and/or was disabled as the result of the aforesaid injury and also intends to file and/or has filed with the Industrial Commission of Ohio a claim for loss of wages during the employee's disability resulting from such injury; now therefore, it is agreed by the Employer and employee as follows:

> That if the Employer pays and/or has paid the employee's regular compensation during the period of employee's disability aforesaid, such employee shall reimburse the Employer to the extent he or she is awarded Worker's Compensation for loss of wages when the same is received.
>
> The Employer authorizes a copy of this agreement to be filed with the Industrial Commission of Ohio and it is hereby authorized to carry out the terms and provisions hereof.

APPENDIX D
WAYNE COUNTY SHERIFF'S OFFICE
LEAVE CONVERSION REQUEST FORM

Name _____ _____ _____
Last First MI

Date of Request _____

Number of Hours of Sick Leave to be Converted to Cash Payment _____

Number of Hours of Vacation to be Converted to Cash Payment _____

I certify I have reviewed Article 15, Section 2, and Article 27, Section 10, of the collective bargaining agreement, and I have concluded I meet the eligibility requirements outlined in these sections.

_____
Signature of Employee

Administrative Action

☐ Approved ☐ Disapproved

_____ _____
Wayne County Sheriff or Designee Date

SIDE AGREEMENT
CORRECTIONS TRAINING

The Employer agrees to offer certified training for corrections as required by Section 5120:1-8-18 of the Ohio Minimum Jail Standards on at least one (1) occasion per year. The Employer shall present a second session as needs dictate. Such training shall be open to any patrol deputy who wishes to voluntarily attend on his own time. The Employer may require patrol deputies to attend a training session on their regularly scheduled working shift.

SIDE AGREEMENT
ROLL CALL

The Employer agrees, for the life of this agreement, to continue the practice of a fifteen (15) minute roll call per shift. Any overtime earned as a result of roll call will be paid in accordance with Article 24 of the agreement. This letter of agreement will expire on August 31, 2017.

SIDE AGREEMENT
EXTRA DETAIL SECURITY WORK

The Wayne County Sheriff's Office and the OPBA agree that any bargaining unit employee who is offered and accepts extra detail security work shall be compensated by the party hiring the off-duty employee at the following rates:

All school related work	$25.00 per hour
Wayne County Fair	$25.00 per hour
All other extra detail work	$30.00 per hour

SIDE AGREEMENT
SENIORITY

The purpose of this side agreement is to clarify the position of the parties regarding Article 16, Seniority.

1. Effective September 1, 1999, any reference to continuous service in Section 2 will mean full-time continuous service.

2. Any employee hired prior to September 1, 1999, will be "grandfathered" and the above will not affect the calculation of his/her seniority.

3. For the purpose of Section 2, an employee who terminates employment for at least thirty-one (31) days but less than three hundred sixty-six (366) days may be reinstated or rehired at the discretion of the Employer. An employee who terminates employment for three hundred sixty-six (366) days or more may only be rehired and not reinstated.

4. The Employer agrees to prepare an updated seniority list annually and to provide a copy of such list to the Union.

SIDE AGREEMENT
WAYNE COUNTY FAIR

The Wayne County Sheriff and the OPBA agree that the ranks of Major and Captain will select their extra details for the Wayne County Fair prior to the extra details being assigned pursuant to Article 19, Section 2.

In accordance with Section 2, County Fair details will then be completely awarded on the basis of a common Deputy Sheriff seniority list.

Further, the parties recognize that some Deputies are not qualified for certain details which require peace officer certification. Such Deputies will be denied the opportunity to work such details regardless of their seniority.

The parties will meet prior to the 2006 Wayne County Fair in order to discuss the hourly rate to be paid to bargaining unit employees who sign up to work the County Fair.

MEMORANDUM OF UNDERSTANDING
CORRECTIONS OFFICER CLASSIFICATION

The parties acknowledge that the classification of corrections officer has been introduced into the operations of the Wayne County Sheriff's Office to perform certain overlapping functions that are also performed by bargaining unit members. In order to facilitate the transition of this job classification into jail operations, the parties agree to the following:

a. Sworn Law Enforcement Functions. Corrections officers shall not be permitted to perform functions where OPOTA Peace Officer Certification is required.

b. Overtime. Corrections officers shall not be permitted to perform any overtime work where OPOTA Peace Officer Certification is required.

c. Special Duty Details. Corrections officers shall not be offered any reimbursed special detail work without it first being offered to bargaining unit members.

d. Scheduling/Time Off. Any conflict between time-off requests between bargaining unit members and corrections officers shall be resolved on the basis of seniority (continuous full-time service) with the Wayne County Sheriff's Office.

e. Transitional Period. The parties agree that the initial hiring and utilization of corrections officers shall be limited to six (6) full-time employees until 8/31/2015. Any further restrictions shall be the subject of discussions between the parties and mutual agreement.