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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE PAULDING COUNTY SHERIFF'S OFFICE

AND

**THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**

Expires December 31, 2017

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ARTICLE 1
PREAMBLE

Section 1.1 This contract sets forth the agreements between the Paulding County Sheriff, hereinafter referred to as "Employer" and the Fraternal Order of Police, Ohio Labor Council Inc., hereinafter referred to as the "F.O.P." which represents the employees of the Paulding County Sheriff's Office as specified herein, and has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; to promote cooperation, orderly, constructive and harmonious relations between the Employer, it's employees and the F.O.P. and to set forth the understanding and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2
UNION RECOGNITION

Section 2.1 The Employer recognizes the F.O.P. as the sole and exclusive representative for all employees in the bargaining unit, for any and all matters relating to wages, hours, terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of this agreement and for the administration of this agreement. The bargaining unit shall include all employees as set forth in the certification issued by the Ohio State Employment Relations Board in Case Number 92-REP-03-0041.

Including:

All Deputy Sheriffs appointed pursuant to Section 311.04 of the Ohio Revised Code which includes the Classifications of Corrections Officers, Patrol Officer and Communications Officer.

Excluding:

All management level employees, confidential employees, professional employees, seasonal and casual employees and supervisors as defined in the Ohio Revised Code: Sheriff, Chief Deputy (Colonel), Captain, Lieutenants, Sergeants, Clerk 2 (Secretary to Sheriff), Cook 1, Cook 2, and part-time employees in all classifications.

Section 2.2 The Employer will not recognize any other union as the representative for any employees within the bargaining unit referenced above during the term of this agreement unless such other organization is so certified by the State Employment Relations Board.

Section 2.3 All positions and Classifications not specifically certified by the Ohio Employment Relations Board as being included in the bargaining unit shall be excluded from the bargaining unit. However if a new position is created within the Employer's department, the parties shall meet to determine whether such new position should be included in the bargaining unit. If the parties are unable to reach agreement on inclusion or exclusion of such new position,

the union may appeal through the State Employment Relations Board in accordance with the provisions of ORC 4117.

ARTICLE 3 **DUES DEDUCTION**

Section 3.1 The Employer shall deduct Union membership dues and fair share fees in accordance with this Article for all employees in the Bargaining Unit, upon completion of proper authorization for the dues or fees payroll deduction on a form mutually acceptable to the Employer and the Union.

Each employee in the bargaining unit covered by this Agreement who is not a member of the Union following the lesser of, (1) 60 days or (2) completion of his or her new hire probationary period, shall join the Union or pay a fair share fee to the Union.

Section 3.2 The Employer will deduct Union membership dues and/or fair share fees from the pay of each employee in the bargaining unit once each month. Each signed payroll deduction form must be presented to the Employer. Upon receipt of the proper authorization, the Employer will deduct union dues or fair share fees from the payroll check for the next pay period in which dues are normally deducted following the pay period in which authorization was received by the Employer.

Section 3.3 The Employer shall remit all dues and fees deducted once each month to the F.O.P./O.L.C. at 222 E. Town Street, Columbus, Ohio 43215.

Section 3.4 The Employer assumes no obligation, financial or otherwise, arising out of the deduction of dues and fees. Once the dues and fees are remitted, disposition of the fees shall be left to the sole and exclusive discretion of the Union.

Section 3.5 The Employer shall cease making deduction from an employee's pay upon an employee's: (1) termination of employment, (2) transfer to a position not in the bargaining unit, (3) lay-off from work, (4) beginning any unpaid leave of absence.

Section 3.6 The Employer shall not be obligated to make dues or fees deductions from any employee who, during months involved, shall fail to receive sufficient wages to make all legally required payroll deductions in addition to the deduction of union dues or fair share fees.

Section 3.7 Neither the Employees nor the F.O.P. shall have a claim(s) against the Employer for any error in the processing of dues or fees deduction, unless a claim of error is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have occurred. If an error is made, it will be corrected in the next pay period that dues or fees deduction is normally made by deducting the proper amount.

Section 3.8 The rate at which dues and/or fees are to be deducted shall be certified in writing to the payroll clerk by the Union prior to the commencement of dues and fees

deductions. One (1) month advance notice must be given to the payroll clerk prior to making any changes in an individual's dues or fees deductions.

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

Section 3.10 The Union shall prescribe a rebate procedure which conforms to federal law. Prior to deduction of any fair share fees, the Union shall certify the proportionate amount, if any, of its total dues and fees that were spent on activities which could not be charged to the fees of non-members in the unit during the succeeding year shall be the amount of regular dues paid by Union members in the unit less each non-member's proportionate share of the union's dues and fees spent on activities which were not chargeable to such dues or fees in the prior year.

In the event any employee who is required to pay a fair share fee to the F.O.P. objects to the propriety of the F.O.P.'s use of such fee, the entire amount of the objecting employee's fair share fee shall be placed in an interest-bearing escrow account, pending the exhaustion of the F.O.P.'s internal rebate procedure and/or any determination by the courts or the State Employment Relations Board, pursuant to the provisions of Ohio Rev. Code 4417.09 (C).

Section 3.11 The F.O.P. will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this article or which may arise by reason or result from the operation of the fair share fee provision.

ARTICLE 4 **MANAGEMENT RIGHTS**

Section 4.1 The Employer possess' sole right to operate the Office and all management rights repose in it. The Employer's exclusive rights shall include, but not limited to:

- A. Determine matters of inherent managerial policy which include but are not limited to, area of discretion or policy such as functions and programs of the Office, standards of service, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees as well as part-time employees in all classifications.
- C. Maintain and improve the efficiency and effectiveness of operations and programs.
- D. Determine the overall methods, process, and means of personnel by which operations are to be conducted;
- E. Suspend, discipline, layoff, demote or discharge for just cause;
- F. Determine the adequacy of the work force;

- G. Determine the mission of the Office as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of Office as a governmental unit;
- J. Determine the size of the work force, hours of work, and scheduling of work.

Section 4.2 Subject to Bargaining. The Employer is not required to bargain with the FOP on subjects reserved to the management and direction of the department except as such would affect wages, terms, and conditions of employment of employees.

ARTICLE 5
NONDISCRIMINATION AND APPLICATION OF CIVIL SERVICE LAW

Section 5.1 The Employer and the F.O.P. will not interfere with, restrain or coerce the Employees covered by this agreement because of membership or non-membership or legal activity on behalf of the F.O.P., the Employer and the F.O.P. will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employee covered by this Agreement because of membership in or legal activity on behalf of the F.O.P. or against any Employee who is not a member of the F.O.P.

The Employer and the F.O.P. agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of race, color, religion, sex, national origin, an ancestry of any person, nor will they discriminate against any individual capable of performing the duties of his/her position because of such individual's handicap.

Any alleged denial of the aforesaid opportunities in violation of this article shall be submitted to the grievance procedure.

The Employer and the F.O.P. will take all actions necessary to ensure reasonable accommodations under the applicable laws.

Section 5.2 Except as expressly provided in this agreement or specifically excepted from the scope of collective bargaining by the provisions of Ohio Revised Code Chapter 4117, Civil Service Laws contained in Ohio Revised Code Chapter 124, Section 124.01 through 124.56 and Revised Code Section 325.19 Shall not apply to employees in the bargaining unit. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review have no authority or jurisdiction as it relates to employees in the bargaining unit.

ARTICLE 6
UNION REPRESENTATION

Section 6.1 Representative(s) of the F.O.P. shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the F.O.P. Representative shall identify himself and obtain clearance from the Employer or the Employer's designated representative before contacting any employee.

Section 6.2 The Employer shall recognize Employees designated by the F.O.P. (maximum of two (2)), to act as Union Stewards for the purpose of representation as outlined under this Agreement.

Section 6.3 The F.O.P. shall provide to the Employer an official roster of its officers and the local Union Steward, which is to be kept current at all times, and shall include the following: Name, address, home telephone number, immediate supervisor and union office held. No employee shall be recognized by the employer as a F.O.P. representative until the F.O.P. has presented the Employer with the written certification of that person's selection.

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

Section 6.5 Rules governing the activity of Union representatives are as follows:

- A. The F.O.P. agrees that no official of the F.O.P., employee or non-employee, shall interfere, interrupt, disrupt the normal work duties of other employees. The F.O.P. further agrees not to conduct F.O.P. business during working hours except to the extent specifically authorized herein.
- B. The F.O.P. shall not conduct F.O.P. activities in any work areas without first notifying the Employer or his designee in charge of that area of the nature of the F.O.P. activity.

Section 6.6 The highest-ranking F.O.P. official in the bargaining unit, or his designee, may request to be released from duty to participate in F.O.P. functions which have a benefit to the Employer and the F.O.P. If the Employer agrees that this release time be granted, it shall be with pay. Awarding of such release time is to be at the sole discretion of the Employer.

ARTICLE 7
USE OF EMPLOYER'S FACILITIES

Section 7.1 The Employer agrees to provide space on the bulletin board in the squad room area of the Sheriff's Office for use by the F.O.P.

- A. Bulletin boards may be used by the Lodge or Labor Council for posting notices of the following types:

1. Recreational and social events.
2. F.O.P. elections and election results.
3. General membership meetings.
4. General Lodge business of interest to members.
5. Non-political publications, rulings or policies of the F.O.P.

B. No F.O.P. related materials of any type shall be posted anywhere in the Employer's facilities or on the employer's equipment except on the bulletin board designed for use by the F.O.P.

C. Items in violation of any provisions of this Article shall be cause for the Employer to ask the F.O.P. to remove said item or items.

Section 7.2 The F.O.P. shall be permitted, upon prior notification to the Sheriff or his designee, to place a ballot box at the Sheriff Office up to two (2) times per calendar year for the purpose of collecting members' ballots on issues relating to ratification, modification or maintenance of this agreement. Such boxes shall be the property of the F.O.P. and neither the ballot boxes nor their contents shall be subject to the Employer's review.

Section 7.3 The F.O.P. shall be permitted to utilize the internal department mailboxes for the purpose of providing information pertaining to F.O.P. business or bargaining unit representation, to bargaining unit members. The F.O.P. agrees that the use of the mailboxes will be reasonable and limited to providing information that is necessary for the normal conduct of F.O.P. business and/or bargaining unit representation. The County reserves the right to deny such access in the event that the use of such boxes interferes with the business of the County or Sheriff's Office business. All mail placed into the mailboxes by the F.O.P. shall be the property of the bargaining unit members to whom it is addressed, and as such not to be subjected to the County's review.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 8.1 The term "Grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, improper application, or misinterpretation of this Agreement or any unresolved question or dispute regarding wages, hours, terms or other conditions of employment of a bargaining unit member. It is not intended that the "Grievance Procedure" be used to effect changes in the Articles of this Agreement or those matters which are controlled by the provisions of Federal and/or State laws and/or by the Constitutions of the United State or the State of Ohio.

Section 8.2 It is the Employer's and the F.O.P.'s intention that all time limits in the grievance procedure shall be met. The grievant and the Employer's designated representative may mutually agree that any step in the Grievance Procedure may be skipped on any grievance by mutual consent.

Section 8.3 A grievance can be initiated by the F.O.P. or an aggrieved Bargaining Unit member. Where a group of Bargaining Unit members desire to file a grievance involving a situation affecting each Bargaining Unit member in the same manner, the F.O.P. or Grievance Chairman shall file a class action grievance on behalf of all the employees named in the grievance. A grievance shall be submitted to the formal grievance procedure within seven (7) calendar days following the events or circumstances giving rise to the grievance or when they reasonably should have been known by the member.

Section 8.4 All written grievances shall contain the following information to be considered:

1. Aggrieved employee's name and signature;
2. Date grievance was filed in writing;
3. Description of incident giving rise to the grievance;
4. Article and sections of the agreement violated;
5. Desired remedy to resolve grievance.

Section 8.5 The following steps shall be followed in the processing of a grievance:

Step 1. The grievance must be submitted in writing to the Chief Deputy or his designee within the time limits set forth in this article. It shall be the responsibility of the Chief Deputy or his designee to investigate the matter, hold a meeting at a mutually agreed to time and place, and provide a written response within fourteen (14) calendar days following the day on which the Chief Deputy was presented the grievance. The Employee may be represented by the local Union Steward at this step if the employee so desires.

Step 2. If the grievance is not resolved in Step 1, it may then be appealed by the grievant to a meeting between the Sheriff or his designated representative and the aggrieved employee, with a representative of the F.O.P. if the employee desires, at a mutually agreed upon time and place. The appeal to Step 2 must take place within seven (7) calendar days of the response to Step 1. The Sheriff shall respond in writing, to the aggrieved within fourteen (14) calendar days from the date of the Step 2 meeting.

Step 3. If the grievance is not resolved in Step 2, the grievance may be submitted to Arbitration only upon request of the Union in accordance with this Section of this Article. For purposes of this provision, the Union shall include anyone from the offices of the FOP/OLC and the Local Union Steward and or his/her designee. The Union may provide notice to the Employer of their intent to arbitrate by checking the appropriate box on the grievance report form.

Section 8.6 The F.O.P., based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within fourteen (14) calendar days from the date of the final answer on such grievance under Step (2) in the grievance procedure, the F.O.P. shall notify the Employer of its intent to seek arbitration over an unadjusted grievance. The F.O.P. may withdraw its request to arbitrate at any time prior to the actual meeting. Any cancellation fee due the arbitrator shall be paid by the party or parties canceling the arbitration. Any grievance not submitted or

processed within the calendar day periods described above shall be deemed settled on the basis of the last answer given by the Employer.

A. After receipt of a request to arbitrate, a representative of each of the parties (the F.O.P. and the Employer) shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner: The parties shall jointly request Federal Mediation Conciliation Service (FMCS) to submit a panel of seven (7) Arbitrators. The parties shall alternately strike the names of the arbitrators until only one name remains with the party's right to strike the first name to be determined by a flip of the coin. Either party may reject the first list and request from the FMCS another list of seven names until a mutually agreeable arbitrator is selected. The arbitrator shall not have authority to detract from, alter, add to or otherwise amend any provision of this Agreement. The arbitrator's decision shall be consistent with applicable law.

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

C. The decision of the arbitrator shall be final and binding on the employee (s), the F.O.P. and the Employer. The arbitrator shall be requested to issue his request within thirty (30) calendar days after the conclusion of testimony and argument.

D. The cost of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, any other fees of the arbitrator, or the cost of a hearing room shall be borne by the losing party as determined by the arbitrator. The expenses of any witnesses shall be borne, if any by the party calling them. The fees of the reporter shall be paid by the party asking for one; such fees are to be split equally if both parties desire a reporter, or request a copy of any transcripts.

Section 8.7 When an Employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate F.O.P. representative will be notified of his right to be present at the adjustment.

Section 8.8 No member or official of the F.O.P. shall be removed, disciplined, harassed or discriminated against because he or she has filed or pursued a grievance under this Procedure.

ARTICLE 9
DISCIPLINE

Section 9.1 The tenure of every bargaining unit employee of the Paulding County Sheriff's Office shall be during good behavior and efficient service. No employee shall be reduced in pay, suspended, discharged, removed or otherwise disciplined except for just cause.

Section 9.2 Discipline will be applied in a corrective and preventive manner. Discipline will normally be progressive in nature, however it will be commensurate with the seriousness or flagrancy of conduct. Discipline shall normally consist of written reprimand with counseling, short term suspension, and a long term suspension, for the same or similar offense, prior to demotion or discharge. Discipline shall take into account the nature of the violation and the employee's record of discipline. All disciplinary action shall be issued within 10 days after the report of the pre-disciplinary meeting has been received by the Sheriff or if there is no report, ten days after the pre-disciplinary meeting. The Sheriff agrees to provide the Union with a copy of the report on or about the date that the report is issued to the Sheriff.

The Employer agrees not to discharge or suspend without pay an Employee, without first arranging for a meeting. This meeting is to be held between the Employer or designee, the Employee, and if the Employee desires the Employee's representative before a neutral party appointed by the Sheriff. However, no prior meeting is required to temporarily suspend the Employee with pay, until a pre-disciplinary meeting can be arranged. Said meeting should occur within seven (7) days. The time limits of this provision may be mutually extended.

Section 9.3 Anytime the Employer or any of his representatives has reason to investigate or discipline an Employee, it shall be done in a proper and business-like manner that will not embarrass the employee before other employees or the public.

Section 9.4 All disciplinary investigations shall be conducted in accordance with the following provisions of this Article:

- A. Shall start within 30 days of when the Employer becomes aware of the alleged violation by the Employee.
- B. An Employee may be questioned or requested to write a statement regarding his conduct by his supervisors.
- C. Any employee who refuses to answer questions regarding the conduct of any person (including bargaining unit members) may be charged with insubordination and, if found guilty, disciplined accordingly.
- D. A Polygraph or mechanical truth verification test may be administered to an Employee. The Polygraph examiner will be mutually agreed upon by the Sheriff and the F.O.P. All questions will be limited to the issue at hand. The Polygraph examination will be tape recorded, will be made available to both parties, and will be used for internal

administrative purposes only. The cost of the polygraph examination will be paid by the Sheriff.

- E. A member may request an F.O.P. representative and/or an attorney to assist him in responding to any charges at any disciplinary meeting. However, under no circumstances will the request to have an attorney or F.O.P. representative present, be permitted to unreasonably delay such meeting.
- F. The Employee shall be informed, in writing of the results of the investigation.

ARTICLE 10 **HEALTH AND SAFETY**

Section 10.1 The Employer and the F.O.P. agree to promote the safety and health of all employees. Safety rules shall be enforced without discrimination. Violation of Employer safety rules subjects the offending employee to disciplinary action.

Section 10.2 Any employee involved in a shooting incident shall have access to a psychologist or psychiatrist for post shooting trauma counseling.

Section 10.3 The Union agrees that careful observance of safe working practices and employer safety rules is a primary duty of all employees. The Employer agrees that there will be uniform enforcement of safety rules against an employee under similar circumstance. Safety rules shall be enforced without discrimination. Violation of Employer safety rules subject the offending employee to disciplinary action.

Section 10.4 The Employer agrees to maintain a minimum of two Road Patrol Units (which may include supervisors or the Sheriff) on duty between the hours of 8:00 P.M. and 4:00 A.M. In the event of layoffs of road patrol units, the parties agree that the Employer will not be required to maintain a minimum of two road patrol units on duty between the hours of 8:00 P.M. and 4:00 A.M.

ARTICLE 11 **PERSONNEL FILES**

Section 11.1 There shall be only one Employee personnel file in the Sheriff's Office. Each Employee may inspect his/her personnel file which is maintained by the Employer at any reasonable time, during normal business hours provided that this review does not interfere with the discharge of the Employee's regular duties. An Employee shall be entitled to have a representative of his/her choice accompany him/her during such review. An Employee shall have the right, upon written request, to receive a copy of any material placed in his/her personnel file. No anonymous material of any type shall be included in an Employee's personnel file. If an unfavorable statement is in the Employee's file, the Employee upon his/her request to the Sheriff has the right to place in the file a rebuttal or explanation of the incident. Employees will

be notified in writing if a request is received requesting copies of any material in the Employee's file.

Section 11.2 Records of written reprimands shall cease to have force or effect one (1) year from the date of issuance, providing no intervening discipline has occurred. Any record of more severe discipline shall cease to have any force or effect two (2) years from the date of issuance, providing no intervening discipline has occurred. Records which have ceased to have force or effect in future discipline may still be utilized to establish notice of the expected standard of conduct for Employees.

ARTICLE 12
SENIORITY - PROBATIONARY PERIOD

Section 12.1 Seniority, as that term is used in this Agreement, is defined as the Employee's length of uninterrupted continuous service with the Employer as a full-time regular Employee. Seniority is computed from the Employee's last date of hire. An Employee's seniority shall be credited upon his/her successful completion of his/her probation period.

Section 12.2 Seniority shall be used for the purpose as described in the various articles of this Agreement.

Section 12.3 An Employee shall lose all previously accumulated seniority for any of the following reasons:

- A. Retirement;
- B. Resignation;
- C. Sustained discharge;
- D. Layoff lasting more than 12 months.

Section 12.4 Every newly hired Employee will be required to successfully complete a probationary period. The probationary period of new Employees shall begin on the first day for which the Employee receives compensation from the Employer, as a full-time Employee. The length of the probationary period shall be in accordance with the following schedule based on the Employee's classification:

<u>CLASSIFICATION</u>	<u>LENGTH OF PROBATION PERIOD</u>
Patrol Officer	One year
Corrections Officer	One year
Communication Officer	Nine (9) Months

A newly hired probationary Employee may be terminated any time during his/her probationary period and shall have no appeal through the grievance procedure of this agreement over such removal.

ARTICLE 13
VACANCY, PROMOTION AND TRANSFER

Section 13.1 Whenever the Employer determines that a vacancy exists in the bargaining unit, a notice of such vacancy shall be posted on the Employer's bulletin board for a period of at least seven (7) consecutive calendar days, not including the date of posting. During the posting period, any employee wishing to apply for the vacant position shall do so by submitting written letter of application, to the Sheriff, stating he or she is requesting to be considered for the vacant position. Postings shall contain a brief summary of job duties, classification title, and rate of pay.

Section 13.2 The Employer shall consider promoting from employees that are currently employed by the Paulding County Sheriff's Office. However, the Employer may fill the position from outside the Paulding County Sheriff's Office.

Section 13.3 A newly promoted Employee will be required to successfully complete a probationary period in his/her newly appointed position. The probationary period for a newly promoted Employee shall begin on the effective date of the promotion. The length of the probationary period shall be 160 days in each of the classifications. Any newly promoted Employee failing to successfully complete his/her probationary period, may be returned to his/her previously held classification at their previous rate of pay.

Section 13.4 Promotional position is defined as any position that carries a higher rate of pay than the position the Employee currently holds.

Section 13.5 The Employer may temporarily appoint bargaining unit employees to any positions within the Office for a period of up to ninety (90) days. These temporary appointments may occur at anytime the Employer is in a promotional process as defined in this Article. If it becomes necessary for the Employer to continue the temporary appointment in excess of the ninety (90) day period, such extension may only occur if it is agreeable to both the Employer and the F.O.P. Any agreed-upon extension of temporary appointment shall be reduced to writing.

Section 13.6 **Lateral Transfer** If a position is filled from outside the Paulding County Sheriff's Office, i.e. another law enforcement agency, the Sheriff shall have the discretion to determine the years of service, if any, that may be transferred to the Paulding County Sheriff's Office for purposes of pay and benefits. In no event will the years of service to be transferred be greater than the years of service the employee has served in law enforcement or a similar capacity.

ARTICLE 14
LAYOFF AND RECALL

Section 14.1 In case any long-term layoff of bargaining unit Employees is anticipated, the Employer shall notify the Union of the impending layoff. The Employer and the Union shall meet to discuss possible alternatives and the impact of the layoff on bargaining unit employees.

Section 14.2 The Employer may lay off Employees due to lack of work, lack of funds, or job abolishment or other justifiable cause, which may be subject to the grievance procedure. Effected Employees shall receive notice of any long-term layoff (lasting six (6) days or more) five (5)-calendar days prior to the effective date of layoff. Employees will be notified of the Employer's decision to implement any temporary layoff, lasting five (5) days or less, as soon as possible.

Section 14.3 The Employer determines in which classifications layoffs shall occur and layoffs of bargaining unit Employees will be by classification. Employees shall be laid off within each classification by inverse order of seniority, beginning with:

1. Probationary Employees
2. Full-time regular Employees

Section 14.4 Any Employee receiving notice of long term layoff shall have five (5) days following receipt in which to exercise his right to bump any less senior Employee within the same classification or within any classification previously promoted from, provided the more senior Employee does possess the skill, ability and qualifications to perform the work without further training, as determined by the Sheriff. Any Employee who is bumped from his/her position shall have five (5) days in which to exercise his bumping rights in a similar manner. Any Employee who does not have sufficient seniority and/or skills, ability and qualifications to bump another Employee within the same classification series, shall be laid off and placed on the appropriate recall list. An Employee may only exercise his rights once during any layoff affecting his position.

Section 14.5 When Employees are laid off, the Employer shall create a recall list for each classification. The Employer shall recall Employees from layoff within each classification as they are needed. The Employer shall recall such Employees according to seniority, beginning with the most senior Employee in the classification and progressing to the least senior Employee up to the number of Employees to be recalled. An Employee shall be eligible for recall for a period of one year after the effective date of the layoff.

When the Employer recalls person off the list, they shall be recalled to their previous classification, but not necessarily to the shift, on which they were working when laid off.

Section 14.6 Notices of recall from a long-term layoff shall be sent to the Employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by certified or register mail, return receipt request, to the last mailing address provided by the Employee.

Section 14.7 The Employee recalled from long term layoff shall have ten (10) calendar days following the date of mailing the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the mailing of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

ARTICLE 15
OVERTIME

Section 15.1 Hours of Work. All bargaining unit members shall work a schedule that consist of eight (8) hour work days with rotating days off and eighty (80) hours in each fourteen (14) day pay period.

Section 15.2 Overtime. All bargaining unit members shall be compensated at the rate of one and one-half (1 ½) times their normal hourly rate of pay for any time worked in excess of their scheduled hours. Computing overtime for hours worked in excess of eighty (80) hours will include actual hours worked, approved leave for training, vacation leave, but excluding sick leave or holiday hours not worked.

Section 15.3 Mandatory Overtime. Any bargaining unit member may be ordered to work overtime above and beyond any scheduled hours, including being ordered back to duty from vacation or days off. Failure to work mandatory overtime can result in disciplinary action.

Section 15.4 Hours of bargaining unit work available due to shifts left open due to scheduled vacation or training time for members shall first be offered as overtime to bargaining unit members prior to being filled by part-time employees.

ARTICLE 16
WAGES AND INSURANCE

Section 16.1 Effective January 1, 2015, the following wage scale and wage system will be in effect through December 31, 2017 for the designated classifications.

CLASSIFICATION: ROAD DEPUTY

YEARS of SERVICE	START	1	2	3	4	5	
HOURLY RATE (1-1-15)	15.48	16.14	16.79	17.46	18.11	18.76	(2.0%)
HOURLY RATE (1-1-16)	15.48	16.14	16.79	17.46	18.11	18.76	(0.0%)
HOURLY RATE (1-1-17)	15.79	16.46	17.13	17.81	18.47	19.14	(2.0%)

CLASSIFICATION: CORRECTIONS OFFICER & COMMUNICATIONS OFFICER

YEARS of SERVICE	START	1	2	3	4	5	
HOURLY RATE (1-1-15)	14.46	15.13	15.79	16.48	17.17	17.85	(2.0%)
HOURLY RATE (1-1-16)	14.46	15.13	15.79	16.48	17.17	17.85	(0.0%)
HOURLY RATE (1-1-17)	14.75	15.43	16.11	16.81	17.51	18.21	(2.0%)

State regulations provide that every agency that maintains a LEADS & NCIC Terminal shall establish a Terminal Agency Coordinator (T.A.C.). The Employer agrees to compensate this employee an additional \$.25 per hour.

Section 16.2 Each bargaining unit Employee who works second shift, swing shift or third shift will receive an additional twenty-five (\$.25) per hour. It is understood that if any Employee works a first shift (a shift were at least 6 of the scheduled hours of work are between the hours of 6:00a.m. and 5:00 p.m.), the shift differential bonus will not be applicable.

Section 16.3 All bargaining unit Employees shall be entitled to the following additional Longevity pay for years of work at the Paulding County Sheriffs Office. This shall be paid on the Employee's anniversary date.

Not less the three (3) years or more than ten (10) years	\$600.00
Not less than eleven (11) years or more than twenty (20) years	\$750.00
Not less than twenty one (21) years or more than thirty (30) years	\$900.00

Members shall advance automatically to the next step after the completion of one full calendar year in his or her classification at that step.

Members who transfer from one classification to another, shall retain their current rate of pay or the starting rate of pay for that classification, until their years of service in the new classification earns them a pay raise.

Section 16.4 Insurance For all employees employed prior to June 1, 2006, the Employer's share of premiums shall be capped at \$124.43/month from the Sheriff and \$292.28/month from the Commissioners for a single plan; \$323.73/month from the Sheriff and \$725.30/month from the Commissioners for a family plan and \$4.16/month for life insurance, the Employer's share shall be capped at these amounts and the employee shall be responsible for the remaining amounts.

For all employees employed after to June 1, 2006, the Employer's share of premiums shall be capped at \$40.28/month from the Sheriff and \$292.28/month from the Commissioners for a single plan; \$103.03/month from the Sheriff and \$725.30/month from the Commissioners for a family plan and \$4.16/month for life insurance, the Employer's share shall be capped at these amounts and the employee shall be responsible for the remaining amounts.

The health insurance plan shall be the plan offered by the Paulding County Commissioners for the Paulding County employees.

Section 16.5 **Canine Officer** The Employer shall have the sole discretion regarding the assignment(s) to the canine unit. The deputy(ies) assigned to the canine unit shall receive three hundred dollars (\$300.00) each month as compensatory pay for at home care and maintenance of their assigned dog. Deputies shall receive their compensatory pay during the last week of each month when the County Auditor issues checks for monthly payroll. This compensation shall fulfill the requirements as provided by the Fair Labor Standards Act as it relates to canine officers.

ARTICLE 17 **UNIFORMS**

Section 17.1 The Employer shall provide uniforms for those bargaining unit Employees required by the Employer to wear a specific uniform. The Sheriff shall determine the appropriate uniform, including when an article or piece of uniform is in need of repair or replacement, including foot wear to be worn by the Employees. The Employees shall be required to be in proper uniform upon reporting for duty.

Section 17.2 The Sheriff shall replace damaged or worn uniforms, provided such damage was not the result of negligence on the part of the Employee. Cost of replacing uniforms damaged through Employee negligence shall be paid by the Employee.

Section 17.3 The Employer shall provide, at no cost to the Patrol Deputies, bulletproof vests (soft body armor) for those members who want them. The Employer will replace them according to manufacturer's specifications. The Employees that are issued bulletproof vests shall agree to wear them. However, exceptions will be made for an Employee who develops a medical condition that prohibit the wearing of vests, provided the condition is supported by a doctor's excuse.

ARTICLE 18 **LEAVES AND LEAVES OF ABSENCE**

Section 18.1 **Leave Without Pay** Employees may be granted the following types of unpaid leaves of absence:

A. **Disability Leave** A physically incapacitated employee may request a disability leave. A disability leave may be granted for a period of up to one (1) year when the disability continues beyond the accumulated sick leave rights and provided the employee is:

1. Hospitalization or institutionalized.
2. On a period of convalescence following hospitalization or institutionalization

- authorized by a physician at the hospital or institution.
- 3. Pregnant or in a Post-Natal Recovery Period.
- 4. Is declared incapacitated for the performance of the duties of his/her position by a licensed physician designated by the Employer.

If the Employer designates a Physician to determine if an employee is incapacitated and the Employer's physician declares the Employee incapacitated, then the Employer will not oppose any claim filed by the employee for disability to the Ohio Industrial Commission. It is the Employee's responsibility to request a disability separation leave and such leave is not granted automatically when the Employee's sick leave has expired.

Upon request by the Employee, an Employee who becomes pregnant may be granted maternity leave of absence without pay. If granted, the Employee may use any or all of her accrued sick leave and vacation leave for pregnancy before going on maternity leave prior to the birth of the baby, and for the recovery period, subject to the Sick Leave Article.

If more than five (5) days sick leave is requested for recovery, a medical statement is required. Should the maternity leave of absence without pay exceeded thirty (30) days, the Employee may request a Disability Leave. If the Employer has reason to believe the Employee's pregnancy is inhibiting the usual performance of duties, he may order in writing that the employee begin sick leave at an earlier date than that requested by the Employee. The Employee may appeal such action through the Grievance Procedure. Medical data supporting the Employee case must accompany the appeal.

B. Paternity Leave Leave for male employees may be deducted from sick leave for care of the Employee's wife and family during the post-natal period. Such sick leave shall be for a maximum period of five (5) consecutive days or as allowed under the FMLA. Written requests for this purpose must be submitted to and approved by the Employer. Such requests shall not be unreasonably denied and all requests must be accompanied by medical documentation.

C. Personal Leave The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reason of the Employee. Such a leave may not be renewed or extended beyond six (6) months. The Employee shall include all pertinent information relating to the need for a personal leave of absence with his/her request for leave.

D. Authorization for Leave The authorization of a leave of absence without pay is a matter of administrative discretion, except for FMLA leave. The Employer shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be granted for the purpose of working another job. A leave of absence shall be requested on the Standard Request for Leave Form.

E. Sick Leave Credit and Vacation Credit During Leave An employee on leave of absence without pay does not earn sick leave or vacation credit.

F. Abuse of Leave If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the Employer may cancel the leave

and direct the Employee to report for work by giving written notice to the Employer and may be subject to discipline, including termination.

G. Reinstatement From Leave Upon completion of absence, the Employee is to be returned to the classification formerly occupied, or to a similar classification if the Employee's former position no longer exists. Any replacement in the classification while an employee is on leave is to be on temporary basis, unless otherwise determined by the Employer. An Employee may contact the Employer prior to the expiration of said leave and be granted a reasonable extension for a justifiable cause, within the various maximum time limits established under this Article and as provided under the FMLA.

H. Insurance Premiums During Leaves Where an Employee has requested and been granted a disability separation leave, maternity leave, or personal leave for medical reasons, the Employer shall continue its' contribution to the Employee's health insurance benefit program for the first ninety (90) days of the leave from the date of approval of the leave. The parties agree that the Employer may recover the cost of the insurance maintained for an Employee on FMLA Leave, beyond contractual requirements, as permitted by the act, if the Employee does not return to work upon exhaustion of the Employee's leave entitlement.

Section 18.2 Leaves With Pay Employees may be granted the following types of paid leave of absences:

A. Court Leave The Employer shall grant full pay when an Employee is summoned for any jury duty by the United States, the State of Ohio, or a political subdivision. All compensation for jury duty must be refused by signing the proper County forms unless such duty is performed totally outside of normal working hours. An Employee released from jury duty prior to the end of his/her schedule workday shall report to work for the remaining hours. It is not considered proper to pay Employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the Employee's personal matters, such as traffic court, divorce proceedings custody appearing as directed with juveniles etc. These absences would be leave without pay, or vacation.

B. Military Leave The Employer agrees to abide by all Federal and State Laws regarding the Military Leave.

C. Examination Leave Time off with pay shall be allowed for Employees to participate in promotional testing or to take a required examination pertinent to their employment.

D. Injury Leave All bargaining unit members shall be entitled to injury leave with pay, less any Worker's Compensation weekly salary benefits which he/she may be awarded of by the State of Ohio Industrial Commission (OIC), for a period not to exceed ninety (90) consecutive calendar days for each injury incurred in the performance of employment duties with the Sheriff's Office. During the period of time an injured Employee is being paid under this provision, all normal benefits given to Employees shall remain in force with no deductions to earned sick leave and/or vacation time. The Employee shall make a good faith effort to file and

pursue all work related claims to the OIC.

ARTICLE 19
HOLIDAYS

Section 19.1 All Employees in the bargaining unit shall be entitled to the following paid holidays:

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

Section 19.2 All Employees who work on a recognized holiday shall be entitled to pay for such time worked plus one and one-half (1 ½) times his regular rate of pay, (double time and a half). Pay will be for the actual day on which the holiday occurs or falls.

Section 19.3 Any week day, or part of a day, other than the listed Holidays in 19.1, in which the Courthouse is declared closed due to an emergency or to observe a special occasion, for which the Courthouse employees receive pay, other than those listed in Section 19.1, shall entitle the bargaining unit member to the same additional holiday compensation.

Section 19.4 Any Employee who does not work on a recognized holiday (or those listed in Section 19.1) or special occasion as outlined in Section 19.3, shall receive his/her regular day's pay, or portion thereof, for that holiday observed on their day off.

Section 19.5 Any Employee who works Christmas Day, or Thanksgiving Day will receive their regular rate of pay plus two (2) times their regular rate of pay. (Triple Time)

Section 19.6 The Employee shall only be entitled to one (1) shift of unworked compensated holiday pay per listed Holidays in Section 19.1.

ARTICLE 20
VACATION

Section 20.1 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:

- A. Less than one (1) year of service completed; No Vacation
- B. One (1) year of service but less than five (5) years completed; Eighty (80) Hours.

- C. Five (5) years of service but less than ten (10) years service complete; One hundred-twenty (120) Hours.
- D. Ten (10) years of service but less than twenty (20) years service completed; One hundred-sixty (160) Hours.
- E. Twenty (20) years or more of service completed; Two hundred (200) Hours.

Section 20.2 Vacation is credited each bi-weekly pay period at the following rates:

- A. For those entitled to eighty (80) hours annual vacation 3.1 hours per pay period.
- B. For those entitled to one hundred-twenty (120) hours annual vacation: 4.6 hours per pay period.
- C. For those entitled to one hundred-sixty (160) hours annual vacation: 6.2 hours per pay period.
- D. For those entitled to two hundred (200) hours annual vacation: 7.7 hours per pay period.

Section 20.3 The Employer will schedule Employees' vacation time off as the operational needs of the Office permit. If two (2) or more Employees request the same vacation dates, the Employer will give preference to the more senior Employee providing the office would not be adversely affected.

Section 20.4 Employees may accumulate up to three (3) years of vacation accrual.

Section 20.5 Upon separation from the Employer's payroll, an Employee shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of separation, up to three (3) years accumulation. In case of death of an Employee such unused vacation leave shall be paid to his estate.

Section 20.6 Full-time Employees who are in active pay status less than the normal schedule during a given pay period will accumulate vacation equal to that percentage of pay period they were actually in active pay status.

Section 20.7 Vacation may be taken in not less than one (1) day increments.

ARTICLE 21 **SICK LEAVE**

Section 21.1 Crediting of Sick Leave Sick leave shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status with the Paulding County Sheriff's Office. Unused sick leave shall accumulate without limit.

Section 21.2 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 payments shall not exceed the normal scheduled workday or workweek earnings.

Section 21.3 Evidence Required for Sick Leave Usage An Employee who requests sick leave for 3 or more days in succession will be required to furnish a statement from a licensed physician, before returning to work. This statement will state the reason for the absence from work, that the Employee was unable to perform their duties and that the Employee is now capable of returning to work and performing their duties. When sick leave is requested to care for a member of the Employee's immediate family, the Employee will furnish a physician's certificate to the effect that the presence of the Employee was necessary to care for the ill person.

Section 21.4 Notification by Employee When an Employee is unable to report to work he/she shall notify his/her immediate supervisor or other designated person, two (2) hours prior to the time he/she is scheduled to report to work on each day of absence, unless other arrangements are made with the Employee's supervisor. When reporting off sick, the Employee must advise his/her immediate supervisor the reason for his/her request for sick leave. Sick leave is not authorized or approved for payment until the Employee has submitted a written request for sick leave and had it approved by the Sheriff or his designee.

Section 21.5 Questioned Use of Sick Leave An Employee who requests less than three consecutive work days of sick leave immediately prior to or immediately after some other form of leave, paid or unpaid, or who requests sick leave three (3) or more times for periods of less than three (3) consecutive work days within a 30 day period, may be required to provide the same documentation as in section 21.3. The parties agree that this provision is intended to prevent abuse of sick leave.

Section 21.6 Physician Examination The Employer may require an Employee to take an examination, conducted by a mutually agreed upon licensed physician, to determine the physical or mental capability to perform the duties of his position. If found not qualified, the Employee may be placed on sick leave or granted a disability separation. The cost of such examination shall be paid by the Employer.

Section 21.7 Uses of Sick Leave Sick leave may be granted to an Employee upon approval of the Employer for the following reasons:

1. Illness or injury of the Employee or a member of his/her immediate family, wherein the Employee's presence is required.
2. Death of a member of his/her immediate family (sick leave usage is limited to a maximum of five (5) working days).
3. Medical, dental or optical examination or treatment of Employee or a member of his/her immediate family, which require the Employee, and 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 attendance of the Employee or, through exposure to a contagious disease, the presence of the Employee at his/her job would jeopardize the health of others.
5. Pregnancy and/or childbirth and other conditions related thereto.

Section 21.8 **Definition of Immediate Family** For the purpose of Section 21.7, 2. of this Agreement, immediate family shall be: Grandparents, mother, father, sister, brother spouse, child, grandchild, or legal guardian or other person who stands in place of a parents (loco parentis). For the purpose of Section 21.7; 1, 3, 4, & 5 shall be defined as when such individual lives with the Employee or when it appears justified.

Section 21.9 Upon retirement of an Employee, who has completed a minimum of ten (10) years of service with the Paulding County Sheriff's Office, he/she shall be paid all accumulated and unused sick leave on basis of one (1) hour pay for every two (2) hours of unused sick leave for a maximum payout not to exceed 750 hours.

Section 21.10 In case of the death of an Employee who dies while in "on duty" status, regardless of the number of years of service, the Employee's beneficiary or estate shall receive the cash value of ½ of the Employee's accumulated and unused sick leave. Should an Employee die while in "off duty" status and have been employed by the Paulding County Sheriff's Office for more than five (5) continuous years the Employee's beneficiary or estate shall receive the cash value of ½ of the Employee's accumulate and unused sick leave.

Section 21.11 Any Employee who does not utilize any of his sick leave from January to June shall be entitled to one (1) paid absent day and 4 hours straight pay. Further, any employee who does not utilize any of his sick from July to December shall be entitled to another one (1) paid absent day and 4 hours straight pay. Paid absence days off must be requested forty-eight (48) hours in advance, and are subject to approval based upon the workload requirements of the Employer. Paid absence days must be taken within six (6) months of the date of earning; if not taken within six (6) months, the day shall be paid to the Employee.

Section 21.12 An Employee who accumulates 700 hours or more of sick leave, as of November 1st, in any year covered under this agreement, may, at his/her option, voluntarily reduce his/her accumulated sick leave balance by eighty (80) hours and receive payment equal to forty (40) hours pay at his/her current hourly rate. Such conversion may only occur once each year, provided that a request for such conversion is submitted to the Employer by November 1st. No such payment shall be made to an Employee who has been dismissed for just cause.

ARTICLE 22
NO STRIKE

Section 22.1 The F.O.P. recognizes that bargaining unit members are prohibited by State law from engaging in a strike. In recognition of this prohibition, the F.O.P. shall meet any obligation imposed on it State law.

Section 22.2 The Employer recognizes that it is prohibited from instituting a lockout of bargaining unit members. The Employer shall meet any obligation imposed on it by State law.

ARTICLE 23
WAIVER IN CASE OF EMERGENCY

Section 23.1 In case of an emergency declared by the President of the United States, the Governor of the State of Ohio, or the Federal or State Legislature, such acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances;
- B. All work rules and/or agreements and practices relating to the assignment of Employees.

Section 23.2 Upon the termination of the emergency should a grievance exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they, the grievance(s), had properly progressed, prior to the emergency.

ARTICLE 24
SHIFT PREFERENCE

Section 24.1 New shifts shall go into effect starting January 1, April 1, July 1, and October 1 of each year. Shift assignments shall take place one month prior to their effective dates.

Shift assignments for all bargaining unit members shall be as follows:

A. Road Deputy The Employer will post a sheet listing all the slots available for road deputies at least one month prior to their effective date. Prior to the posting, the Employer shall be allowed to assign up to two road deputies to any slot that the Employer so chooses. As to the remaining road deputies, they shall be allowed to select their shift assignment by selecting their preferred slot. The order of selection for the remaining road deputies shall be based upon their classification seniority.

The Employer is prohibited from assigning the same road deputies to two consecutive shift assignments in a row. The Employer shall assign two different road deputies for the following shift assignment.

B. Corrections Officer The Employer will post a sheet listing all the slots available for corrections officers at least one month prior to their effective date. Prior to the posting, the Employer shall be allowed to assign one corrections officer to any slot that the Employer so chooses. As to the remaining corrections officers, they shall be allowed to select their shift assignment by selecting their preferred slot. The order of selection for the remaining corrections officers shall be based upon their classification seniority.

The Employer is prohibited from assigning the same corrections officer to two consecutive shift assignments in a row. The Employer shall assign a different corrections officer for the following shift assignment.

C. Communications Officer The Employer will post a sheet listing all the slots available for communications officers at least one month prior to their effective date. Prior to the posting, the Employer shall be allowed to assign one communications officer to any slot that the Employer so chooses. As to the remaining communications officers, they shall be allowed to select their shift assignment by selecting their preferred slot. The order of selection for the remaining communications officers shall be based upon their classification seniority.

The Employer is prohibited from assigning the same communications officer to two consecutive shift assignments in a row. The Employer shall assign a different communications officer for the following shift assignment.

The shift selection process shall not apply to probationary employees and new hires in all classifications. Probationary employees and new hires shall be assigned at the sole discretion of the Employer.

Slots for all classifications shall be determined at the sole discretion of the Employer.

ARTICLE 25 **WORK RULES**

Section 25.1 The F.O.P. recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, regulations, policies and procedures consistent with the Employer's statutory authority.

Section 25.2 Work rules, policies and directives shall be interpreted and applied uniformly to all employees.

Section 25.3 New work rules and changes in existing work rules shall be reduced to writing and posted in the Employer's Office Post Order Book. However, this does not limit the right of the Employer to implement a work rule without first posting it. The Employer agrees to meet and discuss with the Union, upon their written request, any new work rules or changes in existing work rule, during the first ten (10) calendar days after the order has been posted.

Section 25.4 Should the Employer establish any work rule which is in conflict with this

Agreement, the rule may only be challenged through the grievance procedure.

Section 25.5 Employment at the Paulding County Sheriff's Office is the Employee's number 1 priority. Time off or leave will not be granted for other employment. Nor will other employment be allowed to adversely affect the Employee's availability for overtime or physical well-being.

ARTICLE 26 **COURT TIME**

Section 26.1 Anytime an Employee is required to appear in court, because of matters pertaining to his/her job with the Paulding County Sheriff's Office, will be considered as time worked. The Employee will be credited with a minimum of two (2) hours pay. If the actual time spent in court is less than two (2) hours, the Employee shall be required to work the additional time for the remainder of the two (2) hour period. Mandatory departmental meetings called by the Employer will be included in the call-in procedure.

If the court appearance is during the Employees normal duty time, this section does not apply.

Section 26.2 This does not include court appearances for personal matters or when the Employee is named in a matter not related to his/her job at the Paulding County Sheriff's Office.

ARTICLE 27 **BARGAINING UNIT WORK**

Section 27.1 All bargaining unit work will normally be worked by bargaining unit members within their respective classification. If the need for overtime exists, as determined by management, with exception of Article 15.4, bargaining unit members shall have first option, within their classification, to work the overtime, after which part-time Employees may be utilized. Also the practice of using non-bargaining unit Employees (part-time employees) for prisoner transport, supplementing the standard work force, or providing special event security may continue.

ARTICLE 28 **LABOR-MANAGEMENT COMMITTEE**

Section 28.1 In the interest of sound labor/management relations, labor relation meetings shall be held when requested by either party. Such meetings shall be held on a mutually agreed day and time. The labor relations committee shall consist of the Sheriff and not more than two other members of management, and not more than three members of the bargaining unit who are selected by the F.O.P. Upon mutual agreement, non-participants may be included in meetings if they are thought to have information of resources which could be helpful. The purpose of such meetings is to discuss pending issues and/or problems and promote a more harmonious

labor/management relationship.

ARTICLE 29
SEVERABILITY

Section 29.1 This Agreement supersedes and replaces all pertinent statutes, rules, and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this agreement to be contrary to any applicable statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 29.2 The parties agree that should any provision of this Agreement be found to be invalid, that they will schedule a meeting within thirty (30) calendar days at a mutually agreeable place and time to negotiate alternative language on the same subject matter.

ARTICLE 30
MAINTENANCE OF STANDARDS

Section 30.1 All rights, benefits and privileges established by applicable laws pertaining to wages, terms, and conditions of employment for bargaining unit Employee not specifically changed or altered by this Agreement, shall remain in full force and effect.

Any past benefit or practice that has been continuous, known, and sanctioned by the Employer, but not incorporated into this Agreement, shall not be altered until and unless good faith discussions between the Employer and the F.O.P. take place.

ARTICLE 31
DURATION

Section 31.1 This Agreement shall be effective upon execution of this Agreement and shall remain in full force and effect until December 31, 2017.

Section 31.2 If either party desires to modify, or amend this Agreement, it shall give written notice of such intent no earlier than one-hundred-eighty (180) calendar days prior to the expiration date nor later than one-hundred-fifty (150) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within one (1) calendar week following receipt of the notice of intent.

Section 31.3 The parties acknowledge that during the negotiation which resulted in this Agreement, each had the limited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

2015 – 2017 Agreement Between Paulding County Sheriff's Office and the FOP/OLC

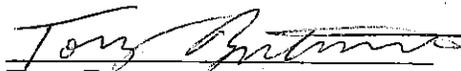
Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

Section 31.4 Signatures

Signed and dated at Paulding, Ohio on this 12th day of Jan 2014.

For Paulding County:

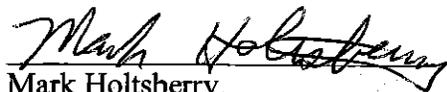
For the F.O.P./O.L.C.:

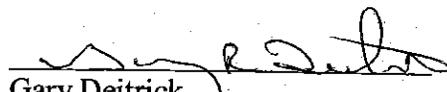

Tony Zartman
Chairman
Board of Commissioners

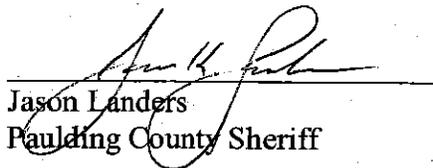

Jackie Wegman
Staff Representative
F.O.P./O.L.C., Inc.


Roy Klopenstein
County Commissioner


Robert Garcia
Bargaining Committee Member


Mark Holtsberry
County Commissioner


Gary Deitrick
Bargaining Committee Member


Jason Landers
Paulding County Sheriff

Edward S. Kim, Labor Counsel
Fishel Hass Kim Albrecht LLP

Approved as to form:


Joseph R. Burkard
Paulding County Prosecutor

Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

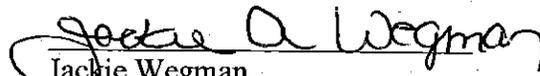
Section 31.4 Signatures

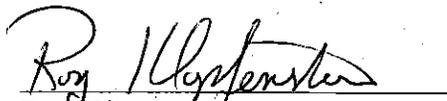
Signed and dated at Paulding, Ohio on this 12th day of Jan 2014.

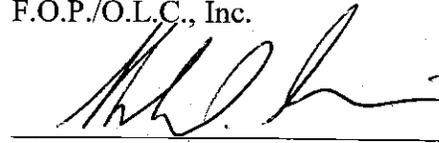
For Paulding County:

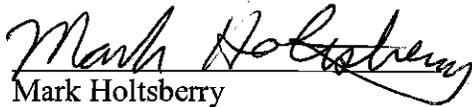
For the F.O.P./O.L.C.:

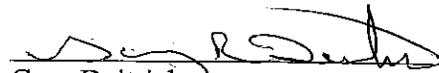

Tony Zartman
Chairman
Board of Commissioners

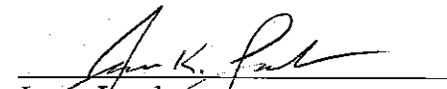

Jackie Wegman
Staff Representative
F.O.P./O.L.C., Inc.

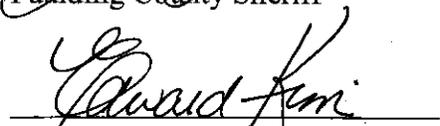

Roy Klopenstein
County Commissioner


Robert Garcia
Bargaining Committee Member


Mark Holtsberry
County Commissioner


Gary Deitrick
Bargaining Committee Member


Jason Landers
Paulding County Sheriff


Edward S. Kim, Labor Counsel
Fishel Hass Kim Albrecht LLP

Approved as to form:


Joseph R. Burkard
Paulding County Prosecutor