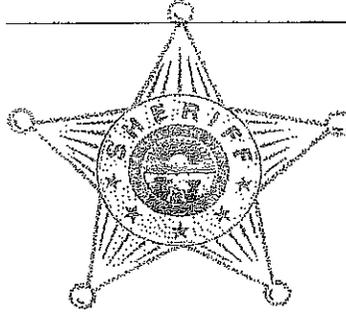




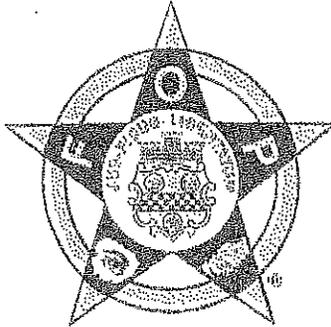
01/26/16  
0035-01  
14-MED-08-1052  
K32802

AGREEMENT  
BY AND BETWEEN

THE ALLEN COUNTY SHERIFF



FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.



GOLD UNIT  
SERGEANTS AND LIEUTENANTS

DECEMBER 16, 2014 TO DECEMBER 15, 2015

## TABLE OF CONTENTS

### Article Number

#### **Article 1 Agreement**

Section 1.1.	Agreement.....	1
Section 1.2.	Purpose.....	1
Section 1.3.	Legal References.....	1
Section 1.4.	Sanctity of Agreement.....	2
Section 1.5.	Emergency Waiver.....	2
Section 1.6.	Entire Agreement.....	2
Section 1.7.	Civil Service Exclusion.....	2

#### **Article 2 Union Recognition**

Section 2.1.	Recognition.....	3
Section 2.2.	Exclusions.....	3
Section 2.3.	New Positions.....	3
Section 2.4.	Representation.....	3

#### **Article 3 Union Security**

Section 3.1.	Deduction of Dues.....	4
Section 3.2.	Correction of Deduction.....	4
Section 3.3.	Termination of Deduction.....	4
Section 3.4.	Limitation of Deduction.....	4
Section 3.5.	Error in Deduction.....	4
Section 3.6.	Certification by the Union.....	5
Section 3.7.	Maintenance of Membership.....	5
Section 3.8.	Indemnification.....	5
Section 3.9.	Remitting Deductions.....	5

#### **Article 4 Union Representation**

Section 4.1.	Representatives.....	6
Section 4.2.	Other Union Time.....	6
Section 4.3.	Union Roster.....	6
Section 4.4.	Bulletin Boards.....	6
Section 4.5.	Ballot Box.....	7
Section 4.6.	Committee Meetings.....	7

#### **Article 5 Pledge Against Discrimination**

Section 5.1.	Pledge.....	7
Section 5.2.	Rights Under Collective Bargaining Act.....	8
Section 5.3.	Voluntary Membership.....	8
Section 5.4.	Gender and Plurals.....	8

<b>Article 6 Management Rights</b>		
Section 6.1.	Management Rights .....	8
Section 6.2.	Residual.....	9
<b>Article 7 No Strike/No Lockout</b>		
Section 7.1.	No Strike.....	9
Section 7.2.	No Lockout .....	10
<b>Article 8 Grievance Procedure</b>		
Section 8.1.	Grievance Defined, Jurisdiction.....	10
Section 8.2.	Withdrawal of Grievance, Extensions.....	10
Section 8.3.	Written Grievances.....	11
Section 8.4.	Time Limits Grievance Steps.....	11
Section 8.5.	Procedure in Arbitration .....	12
Section 8.6.	Self Representation.....	13
Section 8.7.	Grievance Form .....	13
<b>Article 9 Personnel Files</b>		
Section 9.1.	Inspection of Files, Copies.....	13
Section 9.2.	Right to Respond.....	14
Section 9.3.	Duration of Records.....	14
<b>Article 10 Work Rules-General Orders-Safety Policy</b>		
Section 10.1.	Uniformity.....	14
Section 10.2.	Modifications of Work Rules.....	14
Section 10.3.	Safety Policy .....	14
<b>Article 11 Internal Review and Discipline</b>		
Section 11.1.	Internal Review .....	15
Section 11.2.	Discipline .....	16
Section 11.3.	Pre-disciplinary Conference Procedure.....	16
<b>Article 12 Seniority</b>		
Section 12.1.	Seniority.....	17
Section 12.2.	Computation of Seniority .....	17
Section 12.3.	Posting.....	18
Section 12.4.	Lists, Challenges .....	18
<b>Article 13 Layoff and Recall</b>		
Section 13.1.	Reasons for Layoff .....	18
Section 13.2.	Notification .....	18
Section 13.3.	Layoff.....	18
Section 13.4.	Displacement.....	19
Section 13.5.	Recall .....	19

**Article 13 Layoff and Recall**

Section 13.1.	Reasons for Layoff.....	19
Section 13.2.	Notification.....	19
Section 13.3.	Layoff.....	19
Section 13.4.	Displacement.....	19
Section 13.5.	Recall.....	19
Section 13.6.	Recall Notice.....	20
Section 13.7.	Reporting.....	20

**Article 14 Probationary Periods**

Section 14.1.	Probationary Period.....	20
Section 14.2.	Promotions.....	20
Section 14.3.	Rates of Pay.....	20

**Article 15 Filling of Positions**

Section 15.1.	Definitions.....	21
Section 15.2.	Posting, Eligibility.....	21
Section 15.3.	Appointments.....	21
Section 15.4.	Applications.....	21
Section 15.5.	Qualifications and Selection for Positions.....	22
Section 15.6.	Temporary Appointments.....	22
Section 15.7.	Methods.....	22
Section 15.8.	Rate of Pay Upon Promotion.....	23
Section 15.9.	Advance Step Placement.....	23

**Article 16 Labor/Management Meetings**

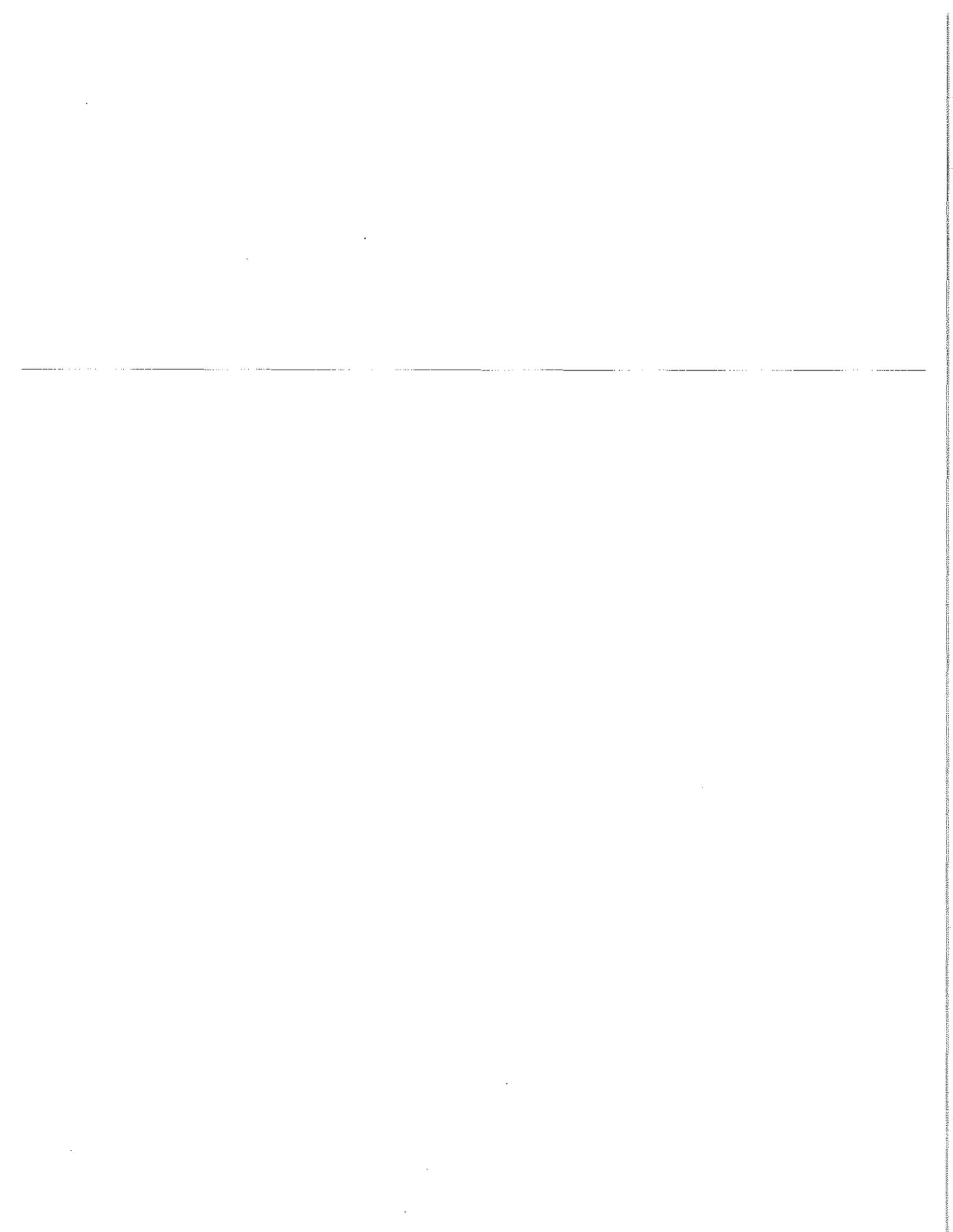
Section 16.1.	Meetings.....	23
Section 16.2.	Notification.....	23
Section 16.3.	Special Meetings.....	24

**Article 17 Hours of Work and Overtime**

Section 17.1.	Work Period.....	24
Section 17.2.	Overtime, Compensatory Time.....	24
Section 17.3.	Exchange Shifts.....	24
Section 17.4.	Pay out.....	24
Section 17.5.	Pyramiding Prohibited.....	25

**Article 18 Wages**

Section 18.1.	Wages.....	25
Section 18.2.	Promotional Pay.....	25
Section 18.3.	Longevity.....	26
Section 18.4.	Me-Tco/Re-Opener.....	26



<b>Article 26</b>	
<b>Substance Testing</b>	Substance Testing ..... 37
Section 26.1.	
<b>Article 27 Duration</b>	Duration ..... 37
Section 27.1.	Successor Agreement, ..... 37
Section 27.2.	
<b>Agreement Approval</b>	Signature Page ..... 38

# ARTICLE 1

## Agreement

---

### Section 1.1 Agreement

This Agreement is made and entered into by and between the Allen County Sheriff's Office, (hereinafter referred to as the "Employer") and the Fraternal Order of Police, Ohio Labor Council, Inc., (hereinafter referred to as the "Union").

### Section 1.2 Purpose

The purpose of this Agreement is to comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the full and complete understandings 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.

To ensure the right of every employee to fair and impartial treatment and to provide for the peaceful and equitable adjustment of differences which may arise.

To attract and retain qualified employees, achieve and maintain a satisfactory and stabilized employer-employee relationship and to promote improved work performance.

To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer, either individually or through their representatives, to exchange views and opinions on policies and procedures affecting the conditions of their employment.

### Section 1.3 Legal References

Unless otherwise indicated, the terms used in this Agreement shall be interpreted in accordance with the provisions of Chapter 4117 of the Ohio Revised Code. Where this Agreement makes no specification about a matter, the Employer, employees and the Union are subject to all applicable federal, state or local laws pertaining to the wages, hours, terms, and conditions of employment for public employees. However, said laws are not incorporated into this Agreement.

Should any part of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Agreement be restrained by any such tribunal pending a final determination as to its validity or affect, the remaining portions thereof or the application of such portions to persons or circumstances other than to whom or to which it has been held invalid or has been restrained shall remain in force. In the event of invalidation of any portion of this Agreement and upon written request by either party, the parties to this Agreement shall meet within a reasonable time (not to exceed thirty (30) days) in an attempt to modify the invalidated provisions through negotiations.

**Section 1.4 Sanctity of Agreement**

Unless otherwise specifically provided in this Agreement, no changes in this Agreement shall be made unless there is written accord by and between the parties hereto to do so. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties.

**Section 1.5 Emergency Waiver**

In cases of an emergency declared by the President of the United States, the Governor of the State of Ohio, the Allen County Sheriff, the Federal or State legislature, where such acts of God affect the safety and health of the citizens of Allen County, the following conditions of this Agreement shall automatically be suspended:

Time limits for Management's or the Union's replies on grievances;

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

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

**Section 1.6 Entire Agreement**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject referred to, or covered in this Agreement.

**Section 1.7 Civil Service Exclusion**

Except as expressly otherwise provided in this Agreement or specifically excepted from the scope of collective bargaining by the provisions of Ohio Revised Code Chapter 4117, Civil Service laws contained in Ohio Revised Code Chapter 124 Sections 124.01 through 124.56, sections 325.19, 9.44, and 4111.03 shall not apply to the employees in the bargaining unit. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

# **ARTICLE 3**

## **Union Recognition**

---

### **Section 2.1 Recognition**

The Employer recognizes the Union as sole and exclusive representative for the purpose of negotiating wages, hours, terms and conditions of employment 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 by the Employer in the classifications of Sergeant, Lieutenant and Corporal as certified by the Ohio State Employment Relations Board on April 25, 1994 (Case Number 93-REP-08-0156), and on October 15, 2015 (case number 14-REP-09-0103).

### **Section 2.2 Exclusions**

All positions and classifications not specifically established as being included in the bargaining unit(s), shall be excluded from the bargaining unit(s).

### **Section 2.3 New Positions**

In the event of a change of duties of a position within the bargaining unit, or in the event that a new position is created within the Office, the Union may request, in writing, to have the new position/classification included in the bargaining unit. The Employer may accept or decline the Union's request. If the Union disputes the Employer's determination of bargaining unit status, the parties will meet to attempt to resolve their disagreement within seven (7) calendar days from the Union's notification to the Employer. If the parties agree on the determination; it shall be implemented as agreed by the Employer and the Union. If the parties do not agree, the position(s) shall be subject to challenge by the Union to the State Employment Relations Board, pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

### **Section 2.4 Representation**

The Union recognizes that an inherent responsibility exists as sole and exclusive agent to represent all bargaining unit employees, regardless of an employee's status as a member or non-member of the Union.

# ARTICLE 3

## Union Security

---

### Section 3.1 Deduction of Dues

The Employer agrees to deduct Union dues each month from the pay of any bargaining unit employee upon receiving written authorization signed individually and voluntarily by the employee. The Employer will deduct dues from the payroll check for the next pay period in which Union dues are regularly deducted.

### Section 3.2 Correction of Deduction

Deductions provided for in this Article shall be made during one (1) pay period each month. In the event a deduction is not made for any member during any particular month, the Employer upon written verification from the Union, will make the appropriate deduction from the following pay period in which dues are regularly deducted if the total 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 any single pay of any member.

### Section 3.3 Termination of Deduction

The Employer shall be relieved from making payroll deductions upon an employee's:

- A. termination of employment;
- B. transfer to a non-bargaining unit job;
- C. layoff from work; or
- D. unpaid leave of absence.

### Section 3.4 Limitation of Deduction

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 deduction.

### Section 3.5 Error in Deduction

It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the dues will normally be deducted. Payroll collection of dues shall be authorized for the exclusive bargaining agent only.

**Section 3.6                    Certification by the Union**

The rate at which dues are to be deducted shall be certified to the payroll clerk by an Official of the Union at such times during the term of this Agreement as is necessary to be accurate. A one (1) month advance notice must be given the payroll clerk prior to any changes in an individual's dues deduction.

**Section 3.7                    Maintenance of Membership**

Any present bargaining unit employee who is a member of the Union on the effective date of this Agreement or any employee who becomes a member during the term of this Agreement and who thereafter resigns from the Union during the term of this Agreement shall pay to the Union through payroll deduction a fair share fee. This provision shall not require any employee to become or remain a member of the Union in the same bargaining unit. The Union is responsible for notifying the Employer of the proportionate amount, if any, of its total dues and fees of non-members during the preceding year. The amount of the fair share fee required to be paid by each non-member employee in the unit (during the succeeding year) shall be the amount of the regular dues paid by employees in the unit who are members of the Union less each non-member's proportionate share of the amount of the Union's dues and fair share fees spent on activities not chargeable to such fair share fees during the prior year. If an employee challenges the propriety of the Union's use of such fee, that member's deductions shall continue, but the funds shall be placed in an interest bearing escrow account until a resolution of the challenge is reached pursuant to the provisions of Ohio Revised Code 4117.09 (C) or through proceedings in the courts.

**Section 3.8                    Indemnification**

It is agreed that the Union shall save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or be by reason of action taken or not taken by the Employer in fulfilling the obligations imposed on the Employer under this Section, except for failure to forward deducted fees.

**Section 3.9                    Remitting Deductions**

The Employer agrees to furnish the Union once each calendar month, a warrant in the aggregate amount of the dues and fees deducted for that calendar month, together with a listing of the employees for whom said deductions are made. All dues and fees collected under this Article shall be paid by the Employer within thirty (30) days to the FOP/OLC at 222 East Town Street, Columbus, Ohio 43215-4611. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

# ARTICLE 4

## UNION REPRESENTATION

---

### Section 4.1                   Representatives

The Employer agrees to recognize four (4) employee representatives for the purpose of conducting Union business as such business relates to this Agreement. The Chairman of the bargaining committee is the highest-ranking official in the bargaining unit. The Chairman will be permitted time off during the workweek to attend to Union and Agreement matters within the Chairman's capacity. During such service in this post, the Union official shall continue the employee's entitlement to wages, fringe benefits, seniority accrual and all other benefits allowed a bargaining unit member as though the Chairman were at all times performing job-related duties.

### Section 4.2                   Other Union Time

The Union representative or designee shall be granted time off to attend the annual State Convention/Seminar. Such release time shall be limited to twenty-four (24) hours per calendar year. Such release time shall be requested in writing at least fourteen (14) days in advance. The Employer shall not withhold permission for the utilization of release time hereunder except in the event of an emergency.

Employees bargaining during their regular scheduled working hours shall suffer no loss in pay, and employees bargaining during hours they are not regularly scheduled to work will receive straight time compensatory time for hours spent in negotiations with the Employer.

### Section 4.3                   Union Roster

The Union shall provide to the Employer an official roster of its officers and representatives which is to be kept current at all times and shall include the following:

- A. Name
- B. Address
- C. Union office held

### Section 4.4                   Bulletin Boards

The Employer shall provide bulletin board space for the use of the Union. Union officials shall be responsible for posting and/or approving the posting of notices thereon which employees may read when reporting to or leaving their work stations, or during their free time.

The Union agrees that notices shall be Union related and no notices will be placed on the bulletin board which contain:

- A. Personal attacks upon any County employee;
- B. Scandalous, scurrilous or derogatory attacks upon the Administration;
- C. Attacks on any other employee organizations;
- D. Any obscene material;
- E. Ethnic material;
- F. Political material.

#### **Section 4.5            Ballot Box**

The Union shall be permitted, upon prior written notification to the Sheriff, to place a ballot box at Office Headquarters for the purpose of collecting members' ballots on all Union issues subject to ballot.

Such box shall be the property of the Union and neither the ballot box nor its contents shall be subject to the Employer's review. Such balloting shall not interfere with work activities.

#### **Section 4.6            Committee Meetings**

Meetings of the Committees of the Union will be permitted on County property when and where work is not interrupted by such meetings. Except as approved in advance by the Employer, such meetings shall not be held during the regularly scheduled duty hours of the participants on the day in question. Committees shall not consist of more than three (3) members and may meet as necessary to administer this Agreement.

## **ARTICLE 5**

### **PLEDGE AGAINST DISCRIMINATION**

---

#### **Section 5.1            Pledge**

The Employer and Union agree not to unlawfully discriminate against employees in the bargaining unit on the basis of age, sex, race, color, disability, religion, political affiliation, or national origin.

**Section 5.2                    Rights Under Collective Bargaining Act**

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no disparate treatment, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union.

**Section 5.3                    Voluntary Membership**

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

**Section 5.4                    Gender and Plurals**

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.

Whenever the context so requires, the use of words in the singular shall be construed to include the plural and words in the plural, the singular.

## **ARTICLE 6**

### **MANAGEMENT RIGHTS**

---

**Section 6.1                    Management Rights**

The Union shall recognize the right and authority of the Employer to administer the business of the Allen County Sheriff's Office and in addition to other functions and responsibilities which are required by law, the Union shall recognize that the Employer has and will retain the full right and responsibility to direct the operations of the Office, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following which are not modified by the express terms of this Agreement:

- 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 just cause, and to maintain order among employees;
- B. To manage and determine the location type and number of physical facilities, 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 meet these purposes;
- D. To determine size and composition of the work force and the Employer's organizational structure, including the right to relieve employees from duty as deemed necessary;
- E. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- F. To maintain the security of records and other pertinent information;
- G. To determine and implement necessary actions in emergency situations;
- H. To determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the office, standards of services, its overall budget, utilization of technology, and organizational structure.
- I. To determine the size, composition and adequacy of the work force, establish, alter and change the work schedules, establish, modify, consolidate, and determine staffing patterns, including, but not limited to the assignment of employees, qualifications required, and areas worked.

**Section 6.2            Residual**

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

**ARTICLE 7**

**NO STRIKE/NO LOCKOUT**

---

**Section 7.1            No Strike**

Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for the uninterrupted services to the citizens of Allen County.

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, work slowdown, or abstinence in whole or in part :from the full, faithful and proper performance of the duties of employment by its members or other employees of the Employer. 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. The Employer may take action against striking employees as authorized by the State Employment Relations Board pursuant to Section of the Ohio Revised Code.

**Section 7.2            No Lockout**

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.

## **ARTICLE 8**

### **GRIEVANCE PROCEDURE**

---

**Section 8.1            Grievance Defined, Jurisdiction**

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

A grievance may be brought by any employee covered by this Agreement. Where a group of employees desire to file a grievance involving an incident affecting several employees in the same or similar manner, the Labor Council, or one employee selected by the group may process the grievance. Such a grievance shall be designated as a group grievance. The names of each employee on behalf of which the grievance is filed, shall be provided at the first hearing.

Grievances involving lost pay discipline (reduction, suspension without pay, or discharge) shall be initiated at Step 3 of the grievance procedure. Grievances involving discipline that does not involve loss of pay (reprimands, etc.) may be appealed to Step 3 but shall not be subject to arbitration.

**Section 8.2            Withdrawal of Grievance, Extensions**

All grievances must be presented at the proper step and time in progression, in order to be considered at the next step.

The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure.

Time limits set forth herein may only be extended by mutual agreement.

### **Section 8.3            Written Grievances**

All written grievances must contain the following information to be considered:

- A. Aggrieved employee's name and signature;
- B. Date grievance was first discussed;
- C. Name of supervisor with whom grievance was discussed;
- D. Date and time grievance occurred;
- E. Date grievance was filed in writing;
- F. Where grievance occurred;
- G. Description of incident giving rise to the grievance;
- H. Articles and Sections of the Agreement violated; and
- I. Desired remedy to resolve grievance.

### **Section 8.4            Time Limits Grievance Steps**

A grievance must be submitted to the grievance procedure within ten (10) calendar days after an employee knows or should have known the facts giving rise to the grievance, otherwise it will be considered not to have existed.

The following are the implementation steps and procedures for handling grievances:

Step 1: Immediate Supervisor Within the time limit stated above, the employee shall submit the written grievance to the employee's immediate supervisor. It shall be the responsibility of the supervisor to investigate the matter and to provide a written response to the employee within five (5) calendar days following the day on which the grievance was submitted to Step 1.

Step 2: Division Commander If the grievance is not settled at Step 1, the employee shall submit the grievance to the Division Commander or the Division Commander's designee within five (5) calendar days of receipt of the Step 1 response. The Division Commander or the Division Commander's designee shall investigate the matter and provide a written response to the employee within five (5) calendar days following the date on which the grievance was submitted to *Step 2*.

Step 3: Sheriff. If the grievance is not resolved at Step 2; the employee shall submit the grievance to the Sheriff or the Sheriff's designee within five (5) calendar days of receipt of the Step 2 response. The Sheriff or the Sheriff's designee shall meet the employee, and designated representative of the Union if the employee desires, within seven (7) calendar days of submission of the grievance at Step 3 to discuss the grievance. The Sheriff or the Sheriff's designee shall provide a written answer to the employee within five (5) calendar days of the meeting.

Step 4: Arbitration. A grievance unresolved at Step 3 may be submitted to arbitration upon notification by the Union in accordance with this Article.

### **Section 8.5 Procedure in Arbitration**

The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within twenty-one (21) calendar days from the date of the final answer at Step 3, the Union shall notify the Employer of its intent to seek arbitration over the unresolved issue. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due to the arbitration shall be paid by the party (or parties) canceling the arbitration. Any grievance not submitted within the twenty-one (21) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer's representative( s).

- A. The Representative of the parties shall attempt to agree on an Arbitrator. Should the Representatives fail to agree on an Arbitrator, the Arbitrator shall be selected by jointly requesting: the Federal Mediation and Conciliation Service to submit a panel list of nine (9) arbitrators from FMCS, Ohio area. The parties shall alternately strike the names of the arbitrators until only one name remains. Either party may once reject the list and request from FMCS another list of nine (9) arbitrators until a mutually agreeable arbitrator is selected. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator

The Arbitrator shall limit any decisions strictly to the interpretation, application, or enforcement of specific articles in this Agreement. The Arbitrator may not modify or amend the Agreement.

- B. The question of the ability to arbitrate a grievance may be raised by either party before the Arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the Arbitrator's jurisdiction. If the Arbitrator determines the grievance is within the purview of the ability to arbitrate, the alleged grievance will be heard on its merits before the same Arbitrator.
- C. Arbitration proceedings shall be conducted under the voluntary labor arbitration rules of the Federal Mediation and Conciliation Service, except as modified by the provisions of this Agreement. The Arbitrator shall conduct a fair and impartial hearing concerning the grievance, by hearing, and recording testimony from both parties. The Arbitrator shall hear only one (1) grievance at a time unless both parties agree to consolidate two (2) or

more grievances. After a dispute has been referred to arbitration, on which the Arbitrator is empowered to rule hereunder, such dispute may be withdrawn by either party.

- D. The decision of the Arbitrator in all matters shall be final and binding except as provided in the Ohio Revised Code. The Arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument.
- E. The costs of the services of the Arbitrator, the costs of any proofs produced at the direction of the Arbitrator, the fee of the Arbitrator, or the hearing room, shall be borne equally by the Employer and the Union. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one. Such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

#### **Section 8.6 Self Representation**

When an employee covered by this Agreement chooses to self-representation the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Union steward will be notified of the right to be present at the adjustment. The grievance step shall not be repeated if the employee chooses to be self-represented.

#### **Section 8.7 Grievance Form**

The Union shall use a grievance form, which shall provide the information outlined in Section 3 above. The Union shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

## **ARTICLE 9**

### **PERSONNEL FILES**

---

#### **Section 9.1 Inspection of Files, Copies**

Each employee may inspect the employee's own personnel file maintained by the Employer at any reasonable time, and shall, upon request, receive a copy of any documents contained therein. The Employer may levy a charge for such copying, which shall bear a reasonable relationship to the actual cost of copying. An employee shall be entitled to have a representation during such review. The employee shall receive a copy of performance evaluations in its final form after signing it.

## **Section 9.2 Right to Respond**

If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in the file. If the Sheriff concurs with the employee's contentions, the Sheriff shall place a correcting document in the file. If the Sheriff disagrees with the employee's contention, the Sheriff shall attach the employee's memorandum to the document in the file and note thereon the Sheriff's disagreement with the memorandum's contents. An employee's signature on a document shall mean the employee has seen the document and may not agree with its content unless it is so stated on the document. No anonymous material of any type shall be included in the employee's personnel file.

## **Section 9.3 Duration of Records**

Records of oral warnings and written warnings shall cease to have force and effect one (1) year from the date of issuance, provided no intervening discipline has occurred. Any record of discipline of any kind shall cease to have force and effect two (2) years from the date of issuance, and shall not be used in future discipline, provided no intervening discipline has occurred. In any case in which a disciplinary action of record is rescinded, the employee's personnel file shall clearly reflect such action.

# **ARTICLE 10**

## **WORK RULES - GENERAL ORDERS - SAFETY POLICY**

---

### **Section 10.1 Uniformity**

The Employer agrees that all work rules and general orders shall be applied uniformly within the group or groups of employees to whom such work rules/general orders are directed.

### **Section 10.2 Modifications to Work Rules**

Any additions or amendments to the work rules or general orders shall be reduced to writing, posted on Department bulletin boards (including the Union bulletin board), and signed by all employees to acknowledge awareness of the addition or amendment within five (5) working days of the posting. An employee on leave of absence, sick leave or vacation shall be required to sign the acknowledgement within three (3) working days upon return to work. This section does not limit the right of the Employer to implement a work rule prior to the conclusion of the acknowledgement period.

### **Section 10.3 Safety Policy**

The Employer agrees to furnish and to maintain in safe condition all tools, facilities, vehicles, equipment, and supplies reasonably deemed necessary to safely carry out the duties of each agency position, but reserves the right to determine what those tools, facilities, vehicles, equipment, and supplies shall be. Employees are responsible for reporting to the Employer any unsafe conditions or practice and for properly using and caring for all such material furnished by the Employer.

## **ARTICLE 11**

### **INTERNAL REVIEW AND DISCIPLINE**

---

#### **Section 11.1 Internal Review**

- A. At any time an inquiry concerning an employee occurs when the Employer believes that disciplinary action of record (reprimand of record, suspension, reduction, or removal) will or may result, the employee will be notified when the employee is first questioned, that such result is possible.
- B. Before an employee may be charged with insubordination or like offense for refusing to answer questions or participate in an investigation, the employee shall be advised that such conduct, if continued, may be the basis for such a charge. Before an employee is required to answer any question, the employee, if desiring, will be give a reasonable opportunity to consult with a Union Representative. During all questioning the employee may, upon request, be accompanied by an available Union Representative.
- C. Any interrogation, questioning, or interviewing of an employee will be conducted at hours reasonably related to the employee's shift, preferably during, or immediately prior to or after the employee's working hours, unless the situation dictates otherwise. Interrogation sessions shall be for reasonable periods of time, and time shall be allowed during such questioning for rest periods and attendance to other physical necessities.
- D. When any anonymous complaint is made against an employee, the Sheriff or the Sheriff's designee may investigate, and if there is no corroborative evidence, the complaint shall be classified as unfounded and no action will be taken.
- E. Any employee who has been under investigation shall be informed, in writing, of the outcome of the case at the conclusion of the investigation.
- F. Employees may be given a polygraph examination only if they are the primary focus of an investigation, a known witness (or are reasonably believed to be a witness) to an incident, or at the employee's written request directly to the Sheriff. No polygraph examination may be given in an incident that could not amount to a violation of law, unless requested by the employee.

**Section 11.2            Discipline**

- A. The tenure of every bargaining unit employee of the Allen County Sheriff's Office shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause.
  
- B. Except in instances wherein the employee is charged with serious misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct. Disciplinary penalties shall be appropriate to the severity of the offense, and as such the forms of discipline listed below do not necessarily represent a systematic order to be followed in all instances. Forms of progressive disciplinary action, but not necessarily the order of discipline, are as follows:
  - 1. Counseling forms
  - 2. Written reprimand
  - 3. Suspension without pay
  - 4. Reduction in pay or position
  - 5. Discharge from employment
  
- C. Anytime the Employer or any of the Employer's representatives has reason to discipline any employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

**Section 11.3            Pre-disciplinary Conference Procedure**

- A. Whenever the Employer, or the Employer's designee, determines that an employee may be disciplined for just cause (including only suspensions, reductions or termination), the Employer, or the Employer's designee, will notify the employee that the employee is entitled to a pre-disciplinary conference in accordance with federal law
  
- B. Pre-disciplinary conferences will be conducted by a neutral agency supervisor who will be selected by the Employer.
  
- C. 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 may waive the conference in writing.
  
- D. At the pre-disciplinary conference, the neutral supervisor will ask the employee or the employee representative to respond to the allegations of misconduct which were outlined to the employee. The employee may elect to do either of the following:

Present an oral or written statement;

Have a representative present an oral or written statement;

Further disciplinary action may result if any statement or information provided by the employee is not truthful.

- E. At the pre-disciplinary conference the employee may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred. The employee shall provide a list of witnesses to the neutral supervisor as far in advance as possible, but not later than four (4) hours prior to the pre-disciplinary conference. It is the employee's responsibility to notify witnesses that their attendance is desired.

The employee or the employee's representative will be permitted to confront and cross examine witnesses. A written report will be prepared by the neutral supervisor concluding as to whether or not the alleged conduct occurred. The Employer will decide what discipline, if any, is appropriate.

A copy of the neutral supervisor's report will be provided to the employee within five (5) days following its preparation.

- F. Copies of any written disciplinary actions shall be given to the employee at the time of the action.
- G. In lieu of suspension without pay of ten (10) days or less, an employee may request to forfeit accrued leave (except sick leave) on an hour for hour basis. At the Sheriff's discretion should the parties agree to a forfeiture of such leave, it shall constitute corrective action of record. Such forfeiture shall be noted in the employee's personnel file and shall constitute the final resolution of the Employer's charges.

## **ARTICLE 12**

### **SENIORITY**

---

#### **Section 12.1            Seniority**

Seniority is the right of an employee to exercise options established by the terms and conditions of this Agreement that specifically reference seniority.

#### **Section 12.2            Computation of Seniority**

"Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Employer and also by classification. Any break in service of employment lasting more than thirty (30) days shall constitute a break in continuous full-time service. Once continuous service

is broken, 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 12.3            Posting**

Seniority lists shall be posted in the Office with a copy provided to the Union, in January of each year. The seniority lists shall be updated annually and posted accordingly.

### **Section 12.4            Lists, Challenges**

Seniority lists shall illustrate the name of the employee and the employee's last date of hire with the Allen County Sheriff's Office. Any employee shall have the right to challenge any information on the seniority list within ten (10) days after the list is posted.

## **ARTICLE 13**

### **LAYOFF AND RECALL**

---

#### **Section 13.1            Reasons for Layoff**

The Employer may lay off employees in the bargaining unit for reasons of lack of work, lack of funds, or job abolishment (which may include abolishment for reorganization or for the efficient operation of the office.) The Employer shall have the burden of establishing the need for a layoff. It is understood and agreed that no provisions of civil service law or rules shall apply to layoffs.

#### **Section 13.2            Notification**

The Employer shall notify and meet with the Union no less than fourteen (14) calendar days prior to any impending abolishment or layoff of personnel to discuss alternatives and/or establish the bumping order. The layoff list and bumping order shall be posted on Office bulletin boards ten (10) calendar days prior to the effective date of the abolishment or layoff.

#### **Section 13.3            Layoff**

- A. When it becomes necessary to reduce the number of employees in the employ of the Employer, such reduction shall be initially by classification (rank) in accordance with each employee's classification seniority within the Sheriff's Office.
- B. The order of layoff within the affected classification shall be as follows:

- 1. Temporary, part-time, seasonal or intermittent;

2. Employees serving an initial probationary period;
3. Full-time employees who have completed their probationary periods.

#### **Section 13.4 Displacement**

An employee who is laid off from a classification may displace another employee in an equally well paid or lower classification (rank) in which the employee is qualified provided the employee has more total seniority with the Sheriff's Office. That is, an employee may displace to a lower rank in a rank covered by this Agreement (i.e., Lieutenant to Sergeant). Where appropriate, employees may displace to a rank in the other bargaining unit (i.e., Sergeant to Deputy). Any displacements thereafter must be in accordance with the procedure in the other agreement. Any employee displacing must have greater departmental seniority than the employee displaced.

#### **Section 13.5 Recall**

Recalls after layoff shall be in inverse order of layoff by classification from which the employee was laid off. Laid off employees shall maintain recall rights for a period of two (2) years. Recall shall first be for those employees displaced to a lower classification or rank.

Any employee who refuses a recall to a position shall be removed from the recall list.

#### **Section 13.6 Recall Notice**

Notices of recall shall be sent to the employee by certified mail with a copy to the Fraternal Order of Police, Ohio Labor Council, Inc. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, and return receipt requested, to the last mailing address provided by the employee. It is the responsibility of the employee to provide the Employer with a written notice of any change of address and/or telephone number during the period of layoff.

#### **Section 13.7 Reporting**

An employee recalled from a layoff shall have ten (10) calendar days following the receipt or attempted delivery of the recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the notice. The time limits provided in this section may be extended by the Employer if circumstances beyond the control of the employee prevented timely response by the employee to the recall notice.

## **ARTICLE 14**

### **PROBATIONARY PERIODS**

---

#### **Section 14.1 Probationary Period**

All employees shall serve a probationary period of one (1) year. Probationary time shall be all paid time status except for sick leave or unpaid leaves in excess of forty (40) hours. New hire

removals or probationary period reductions during the probationary period shall not be subject to the grievance procedure.

**Section 14.2            Promotions**

Full-time employees who are promoted to a position in the Sheriff's Office which carries a higher pay range than that previously held shall serve a promotional probationary period. A promoted employee whose performance is unsatisfactory shall be returned to a position in their former classification/rank.

**Section 14.3            Rates of Pay**

An employee promoted by the Employer shall receive beginning the first full pay period following the date of promotion, the appropriate rate of pay assigned to the position. Any promoted employee reduced to a former classification/rank shall receive the rate they would have received if they would not have been promoted.

## **ARTICLE 15**

### **FILLING OF POSITIONS**

---

**Section 15.1            Definitions**

The term "promotion", for the purpose of this Agreement, shall mean the act of placing an individual in a position within the bargaining unit which carries a higher pay range than that previously held.

**Section 15.2            Posting, Eligibility**

When the Employer determines to fill a vacant position within the bargaining unit, such vacancy shall be posted on the Office bulletin boards for a period of not less than seven (7) calendar days. The posting shall include the title of the position, the duties and responsibilities, and the minimum qualification required including appointment status. The Employer shall establish the qualifications for each classification and position. All applicants must be sworn or appointed under Ohio Revised Code 311.04.

**Section 15.3            Appointments**

The parties agree that all appointments to positions covered by this Agreement, other than the original appointments from eligible lists, shall be filled in accordance with this article. This article specifically covers appointments to the rank of Sergeant and Lieutenant. All other positions other than those specified by this section shall be filled by the Employer with the procedure the Employer determines.

#### **Section 15.4            Applications**

During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting period or received from applicants who do not meet the minimum qualifications for the job. Employees may submit a bid on behalf of other employees in their absence.

Employees shall be responsible for submitting information and documentation of training, experience, and education supporting their application for a vacancy. Such documentation and information may be submitted to the employee's personnel file as the information is gathered. Employees shall be responsible for identifying the experience, training, education, and other relevant information they wish to have considered.

#### **Section 15.5            Qualifications and Selection for Positions**

It is understood and agreed that the Sheriff has the authority to define or establish the qualifications for the positions and classifications in the Sheriff's Office.

Job postings shall identify the standards and qualifications for the classification. Postings shall indicate the criteria for the position and available study materials. The criteria for selection shall include, but not be limited to, knowledge required for the position, demonstrated ability to supervise and team build, demonstrated ability to achieve goals, and other relevant selection criteria for the classification.

Selection factors may include prior law enforcement experience with the Allen County Sheriff's Office or other law enforcement agency. Prior experience in law enforcement with the Allen County Sheriff's Office may be a factor, but not the sole factor, for selection.

The Employer shall select the best-qualified candidate from the qualified applicants. The candidate selected may be a non-employee of the Sheriff's Office. In the event two or more candidates are equally qualified, the candidate who is an employee of the Sheriff's Office shall be selected.

Employees not chosen for the position may request to meet with the Sheriff or the Sheriff's designee to discuss the reasons the employee was not selected for the position.

In the event an employee is not chosen for a position, the employee may grieve the non-selection. It shall be the responsibility of the employee/grievant to establish that the Employer abused its discretion in the non-selection.

#### **Section 15.6            Temporary Appointments**

Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent

basis. Such temporary assignments shall not exceed one hundred eighty (180) days, unless a longer time is necessary to complete a special project.

**Section 15.7            Methods**

The Employer shall determine the method for testing or review of applicants for vacant positions. The Employer shall determine the methods for examinations, which shall be used to select candidates for promotional positions subject to this Article.

**Section 15.8            Rate of Pay Upon Promotion**

Whenever an applicant is promoted or appointed, the base rate of pay shall not be less than the base rate of pay of the position from which the applicant is promoted.

**Section 15.9            Advance Step Placement**

When filling a position the Employer may, at the Employer's discretion, place the employee in an advance step at the date of hire, but not the top step, provided the employee has an equivalent amount of experience as a law enforcement officer from another jurisdiction.

## **ARTICLE 16**

### **LABOR/MANAGEMENT MEETINGS**

---

**Section 16.1            Meetings**

In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Employer or the Employee's designee shall meet with not more than three (3) representatives of the Union to discuss pending concerns and to promote a more harmonious labor/management relationship. Union representatives attending labor/management meetings shall not, if the meetings are held during their normal duty hours, suffer any loss of pay for the time spent in such meetings.

**Section 16.2            Notification**

The party requesting the meeting shall furnish an agenda at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The names of those Union representatives who will be attending shall be submitted in advance. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement.
- B. Notify the Union of changes made by the Employer which affect bargaining unit members of the Union;

- C. Discuss grievances which have been processed beyond Step 3 of the grievance procedure when such discussions affect bargaining unit members;
- 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;
- G. Provide an opportunity to the Union to share the views of its membership and/or make suggestions on subjects of interest to its membership.

**Section 16.3            Special Meetings**

It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

## **ARTICLE 17**

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

---

**Section 17.1            Work Period**

The standard work period for all bargaining unit employees shall be eighty (80) hours in a fourteen (14) calendar day period.

**Section 17.2            Overtime, Compensatory Time**

All hours worked in excess of an employee's scheduled work day or activity period shall be compensated at one and one-half (1-1/2) times their normal rate of pay or, at the Employer's option, be credited with compensatory time at the time and one-half (1-1/2) rate. Notwithstanding other portions of this section, all unscheduled overtime not abutting an employee's scheduled shift shall be taken in premium pay or compensatory time at the employee's option. Compensatory time balances may not exceed eighty (80) hours. Employees will be paid for any overtime, which would cause the compensatory bank to exceed eighty (80) hours. The Employer reserves the right to schedule employees off on compensatory time at a time and date mutually agreeable to the employee and the Employer. The Employer scheduled compensatory time off shall not reduce an employee's balance below thirty-two (32) hours, unless a lesser balance is mutually agreed to. Compensatory time may be taken in one (1) hour increments with approval

**Section 17.3            Exchange Shifts**

Where an employee requests to work a day off in exchange for a day to be scheduled off, the employee's pay status shall not be affected. When employees exchange shifts with the approval of the Employer or designee, the pay status of neither employee is affected, except that an employee who works an exchange and is required to work overtime shall receive the overtime.

**Section 17.4 Call-in**

When an employee is called in to work at a time disconnected with the employee's scheduled shift, or called in for court appearances on off-duty time disconnected to a scheduled shift, the employee shall be compensated at the rate of two (2) hours at time and one-half (1-1/2), to be credited as three (3) hours pay or compensatory time, or the actual time at time and one-half (1-1/2), whichever is greater. Any employee called to rectify the employee's own error shall be credited with actual time worked and not with the minimum premium herein stated.

**Section 17.5 Pay out**

An employee who quits or retires will be paid for all accrued but unused compensatory time at the employee's rate of pay at the time of leaving. The spouse, beneficiary, or executor of the estate, whichever is applicable, shall receive any payment due in the event of the death of an employee.

**Section 17.6 Stand-by**

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

**Section 17.7 Pyramiding Prohibited**

Compensation shall not be paid more than once for the same hours under any provisions of this Agreement. Unauthorized leave, periods of suspension, absence without leave and other unpaid leaves shall be deducted from the hours worked during the bi-weekly pay period in which such absences occur, and are not to be considered in paying overtime

## **ARTICLE 18**

### **WAGES**

---

**Section 18.1 Wages**

Effective the dates listed below, the hourly wage rates for bargaining unit employees shall be as follows:

Effective December 16<sup>th</sup>, 2014:

	STEP A	STEP B	STEP C	STEP D
<b>SERGEANT</b>	<b>\$21.23</b>	<b>\$22.15</b>	<b>\$23.94</b>	<b>\$24.11</b>
<b>LIEUTENANT</b>	<b>\$24.76</b>	<b>\$26.03</b>	<b>\$27.22</b>	<b>\$28.16</b>
<b>CORRECTIONS CORPORAL</b>	<b>\$18.29</b>	<b>\$19.01</b>	<b>\$19.77</b>	<b>\$20.58</b>
<b>ROAD CORPORAL</b>	<b>\$21.47</b>	<b>\$21.67</b>	<b>\$21.85</b>	<b>\$22.06</b>

Step A is starting rate of pay.

Step B is earned after six (6) months of continuous service.

Step C is earned after twelve (12) months of continuous service.

Step D is earned after eighteen (18) months of continuous service.

Effective December 16<sup>th</sup>, 2015:

	STEP A	STEP B	STEP C	STEP D
<b>SERGEANT</b>	<b>\$21.66</b>	<b>\$22.60</b>	<b>\$24.42</b>	<b>\$24.60</b>
<b>LIEUTENANT</b>	<b>\$25.26</b>	<b>\$26.55</b>	<b>\$27.77</b>	<b>\$28.73</b>
<b>CORRECTIONS CORPORAL</b>	<b>\$18.65</b>	<b>\$19.39</b>	<b>\$20.17</b>	<b>\$20.99</b>
<b>ROAD CORPORAL</b>	<b>\$21.90</b>	<b>\$22.10</b>	<b>\$22.29</b>	<b>\$22.50</b>

Step A is starting rate of pay.

Step B is earned after six (6) months of continuous service.

Step C is earned after twelve (12) months of continuous service.

Step D is earned after eighteen (18) months of continuous service.

## **Section 18.2 Canine Officers**

It is understood and agreed that the Employer has the authority to continue or discontinue the Canine Corps. Bargaining Unit Employees who are members of the Canine Corps shall receive three (3) hours of compensatory time per week for at home care and maintenance of their assigned working dogs. Alternatively, the Employer may modify the schedule of canine officers so that the care and maintenance time would be part of the officers' normal, straight-time schedule by reducing the weekly work schedule by three (3) hours with pay.

**Section 18.3            Promotional Pay**

Employees receiving a promotion to a rank in this bargaining unit or a bargaining unit employee receiving a promotion to a higher rank in this bargaining unit shall be placed in a step in the appropriate scale that shall afford such employee an increase in the hourly rate.

**Section 18.4            Longevity**

In addition to the hourly rate, employees shall receive hourly longevity supplements. The hourly longevity supplement for Sergeants and Lieutenants shall be determined by multiplying their base pay by .25%; then multiply this figure by years of service. The following formula is used to determine longevity rates:

Base pay x .025 x years of service

Longevity pay will go into effect on the first day of the second pay period of each year.

# ARTICLE 19

## INSURANCES

---

### **Section 19.1           Health Insurance**

The Employer shall make available to bargaining unit employees general insurance and hospitalization plans, including supplemental benefits, on the same basis as provided to all non-bargaining unit employees.

### **Section 19.2           Selection of Coverage**

It is agreed and understood that the schedule of benefits for employees shall be as set forth in the county health plan including all conditions and payments specified or required by individual carrier/providers of the health insurance plan. Employees electing supplemental benefits (e.g., prescription drug, etc.) may only elect the category which corresponds to their health care category (i.e., single, two party or family).

### **Section 19.3           Premium Sharing**

Employees electing coverage shall continue to pay the same premium contribution as of the expiration of the prior collective bargaining agreement (December 31, 2006) which is the same as other County general fund non-bargaining unit employees and the Employer shall pay the balance. However, in the event other County general fund non-bargaining unit employees are required to pay greater insurance premium contributions, bargaining unit employees shall pay the increased premium contributions not to exceed twenty percent (20%) of the established premium for the category selected. For purposes of administering this Section, the in-category premium is the COBRA rate established by the third party administrator or actuary. Employees are responsible for paying their portion of the co-payment on premiums through payroll deduction. Employees electing not to accept coverage must sign a waiver.

### **Section 19.4           Life Insurance**

The Employer agrees to provide, at its expense, term life insurance in the amount of \$30,000 for each employee. Should the County increase the life insurance coverage, the increase will apply to the employees of this bargaining unit.

### **Section 19.5           Indemnification**

The Employer agrees to indemnify and defend any employee from actions arising out of the lawful performance of employee's official and/or assigned duties.

**Section 19.6                    Modifications to Coverage**

The determination of carriers and/or method of providing insurance rests with the Employer. Any change in carriers or methods of providing insurance which would effect the bargaining unit in any way shall be discussed with the Union prior to implementation. The Employer may periodically change the plan coverage, including deductibles, co-payments, etc., but will do so after discussing with the Union. Reasonable adjustment of deductibles, co-pays, etc., shall not be considered as a reduction of benefits.

**Section 19.7                    Administrative Issues**

Employees who do not have sufficient compensation in any given pay period to cover their premium contribution shall be discontinued from coverage unless the employee makes a direct payment to the Employer of their share of the health insurance premium.

Employees on an approved unpaid leave of absence may continue their insurance coverage for up to three (3) months by making direct payments to the Employer for the entire insurance premiums (subject to the FMLA of 1993). Such payments must be made by the fifteenth (15th) of the month prior to the month for which coverage is desired.

Any re-enrollment or reinstatement of an employee to the insurance plan shall be subject to the re-enrollment provisions.

**Section 19.8                    Insurance Committee**

The Union may appoint one member of the bargaining unit to the insurance committee for the insurance plan that provides coverage for the members of the bargaining unit.

**ARTICLE 20**

**VACATION**

---

**Section 20.1                    Accrual**

The amount of vacation time to which an employee is entitled is based upon length of service with the Employer, and is as follows:

<b>Length of Service</b>	<b>Vacation Hours</b>
Less than 1 year	None
1 Year but less than 8 years	80
8 Years but less than 15 years	120
15 Years but less than 22 years	160
22 Years but not less than 26 years	200
26 Years or more	240*

Vacation shall be credited each bi-weekly pay period at the following rate:

1. 3.1 hours per pay for those entitled to 80 hours.
2. 4.6 hours per pay for those entitled to 120 hours.
3. 6.2 hours per pay for those entitled to 160 hours.
4. 7.7 hours per pay for those entitled to 200 hours.
5. 9.2 hours per pay for those entitled to 240 hours.

\*This bracket is effective January 1st, 2012

## **Section 20.2            Scheduling of Vacation**

The Employer shall post a vacation calendar in each unit during the month of December of each calendar year. Prior to February 1 of each calendar year, employees shall mark and sign for the dates for that year on which they prefer to use their accumulated vacation. Requests must be submitted on the unit calendar. Such requests shall be honored on the basis of the employee's seniority with the Employer, subject to the following limitations and exceptions:

- A. An employee may request no more than two (2) weeks vacation for the calendar year prior to the February 1 closing date. After February 1, an employee may request to schedule any remaining accrued vacation.
- B. No vacation requests shall be authorized on any date(s) designated on the calendar as "Not-Available for Vacation".
- C. Vacation requests for less than one full work week (excluding weeks, which include holidays) are honored solely on the basis of order of application.
- D. Vacations are scheduled and approved in accordance with the workload requirements of the Employer.

## **Section 20.3            General**

Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. Employees may carry over accumulated vacation leave for up to three (3) years beyond the date of accrual.

Days specified as holidays in Article 21 of this Agreement shall not be charged to an employee's vacation leave.

All employees must schedule at least one (1) block of forty (40) hours of vacation leave (which may be taken consecutively).

Vacation leave in excess of the forty (40) hours vacation leave may be taken one (1) hour increments.

## **Section 20.4            Conversion of Vacation**

Effective May 1st of each year, Employees with ten (10) or more years of service, having used forty (40) or less hours of sick leave during the previous year, May 1 through April 30, may request to cash out up to forty (40) hours of vacation. A request for cash out shall be submitted by May 1st and shall be paid no later than the second (2nd) pay period in June. An employee is entitled to compensation, at the employee's current rate of pay, for any earned but unused vacation leave at the time of separation from employment.

### **Section 20.5            Hospitalization During Vacation**

Any employee hospitalized while on vacation shall, upon request and upon submission of sufficient evidence of the hospitalization, be entitled to change the employee's vacation status to sick leave for all days hospitalized and any subsequent days necessary for recovery. Upon submission of the request with evidence, any vacation charges to the employee for the duration of the illness shall be restored to the employee's credit.

## **ARTICLE 21**

### **HOLIDAYS**

---

#### **Section 21.1            Holidays**

Employees shall be entitled to the following paid holidays:

- |                            |                            |
|----------------------------|----------------------------|
| 1. New Year's Day          | (1st day of January)       |
| 2. Martin Luther King Day  | (3rd Monday of January)    |
| 3. President's Day         | (3rd Monday of February)   |
| 4. Memorial Day            | (Last Monday of May)       |
| 5. Independence Day        | (4th day of July)          |
| 6. Labor Day               | (1st Monday of September)  |
| 7. Columbus Day            | (2nd Monday in October)    |
| 8. Veterans Day            | (11th day of November)     |
| 9. Thanksgiving Day        | (4th Thursday in November) |
| 10. Day after Thanksgiving | (4th Friday in November)   |
| 11. Christmas Day          | (25th day of December)     |

Continuous operations employees shall observe the holidays on the actual dates specified. Non-continuous operations employees shall observe the holidays on the actual dates of occurrence, except when a holiday falls on a Saturday, it shall be observed on the preceding Friday, and when a holiday falls on Sunday, it shall be observed on the succeeding Monday. However, non-continuous operations employees may reschedule up to five (5) holidays at the discretion of the Major.

#### **Section 21.2            Rates of Pay**

Employees that are on a day off when a holiday occurs shall receive a regular day's pay. Additionally, employees that are required to work on a holiday shall be paid their time and one half (1 1/2) rate of pay for each hour worked on the holiday in addition to the regular day's pay.

### **Section 21.3            Personal Day**

Each employee shall be credited with eight (8) hours of personal time annually to be taken as a personal day. Personal leave shall not accumulate from year to year nor shall it be compensated for in any manner if not used. The personal day off may be taken upon request and- with the approval of the Employer. Hours in this Section shall not be combined with the compensatory time bank.

## **ARTICLE 22**

### **SICK LEAVE**

---

#### **Section 22.1            Accrual**

Sick leave shall accrue at the rate of four and six tenths (4.6) hours for each completed eighty (80) hour pay period.

The amount of sick leave time any one (1) employee may accrue is unlimited. Sick leave shall be charged in minimum units of one (1) hour. Employees absent on sick leave shall be paid at the employee's regular rate.

#### **Section 22.2            Uses**

Sick leave may be granted to an employee upon approval of the Employer for the following reasons:

- A. Illness of the employee or illness of the employee's immediate family requiring the employee's personal care and attendance. Such leave shall be for such reasonable time as necessary to make appropriate longer term arrangements.
- B. Exposure of the employee to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.
- C. Medical, dental or optical examinations or treatment of the employee or a member of the employee's immediate family, which requires the presence of the employee, and which cannot be scheduled during non-working hours.
- D. Childbirth and/or related medical conditions of the employee or spouse.
- E. Injury of the employee after "Injury Leave" has expired.

- F. Death of a member of the immediate family (sick leave usage limited to time actually required: to attend funeral, make necessary funeral arrangements and to take care of related matters). Maximum usage is limited to five (5) working days.

When sick leave is used, it shall be deducted from the employee's sick leave credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work. Sick leave used at the beginning of a shift shall be no less than two (2) hours unless used for a doctor's appointment. Employees shall not use sick leave to cover tardiness.

### **Section 22.3            Mark-off**

When an employee is unable to report to work, the employee shall notify the employee's immediate supervisor or other designated person within two (2) hours (unless extenuating circumstances prohibit) prior to the time the employee is scheduled to report to work on each day of absence, unless other arrangements are made with the employee's supervisor.

Upon return to work an employee shall complete an application for sick leave form to justify the use of sick leave. The Employer may, when an employee utilizes sick leave for medical appointments or where an absence is for three (3) consecutive days or more, require the employee to furnish a certificate from a physician, dentist, or other medical practitioner.

### **Section 22.4            Immediate Family**

For the purposes of this Article, immediate family is defined as spouse, child, mother, father, legal guardian, brother, sister, grandparent, spouse's grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, half-brother, half-sister, or any dependent person living in the same household on a continuous basis.

### **Section 22.5            Prior Service**

Employees who transfer between departments or agencies, or from other public employment, who are re-appointed, or reinstated within ten (10) years of prior public service employment will be credited with unused balance of sick leave upon submission of certification of employment and sick leave balances from previous employers.

### **Section 22.6            Retirement**

An employee with more than ten (10) years of public service who retires from service with the Employer shall be paid for twenty-five (25%) of the value of accrued but unused sick leave, up to a maximum of thirty (30) days pay.

### **Section 22.7            Donated Time**

All members of the bargaining unit shall be eligible for donated time benefits, subject to the terms of this Article, to relieve hardship resulting from extended illness.

- A. When it comes to the attention of the Division Commander that an employee's sick time credit has been or is about to be exhausted, The Division Commander shall investigate:
  - 1. the character to the employee's present ailment;
  - 2. the prognosis of the employee's physician.
  
- B. The Division Commander shall execute a letter to the Sheriff, setting forth:
  - 1. the details of any investigation;
  - 2. any recommendation the Division Commander may have
  
- C. The Sheriff, at his discretion, may approve a recommendation for an employee to be the recipient of donated compensatory time, a member of the bargaining unit wishing to voluntarily donate compensatory time for the benefit of such approved recipient shall submit a request to the employee's supervisor listing the name of the beneficiary with the number of hours to be donated.
  
- D. In no case will donated time be employed to extend an employee's period of active duty beyond a recommended retirement day as established by the retirement board physician.  
  
Any donated time processed and not needed by a recipient due to retirement, return to duty, or other reasons, shall be returned to the donor.
  
- E. Donated time shall be converted to its cash equivalency and paid to the recipient at their regular hourly rate.

**Section 22.8                    Examinations**

The Employer may require an employee to take an examination, conducted by a licensed physician, psychiatrist or psychologist 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.

**Section 22.9                    Bonus Plan**

Employees with an accumulation of one thousand (1000) or more hours of sick leave in the last pay period in December of any year may elect to sell back to the Employer in January of the following year sick leave credits up to eighty hours (80) at the rate of one (1) hour pay of for each two (2) hours of sick leave credits.

# ARTICLE 23

## LEAVES OF ABSENCE

---

### Section 23.1 Leaves 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. It is the employee's responsibility to request a disability leave. A disability leave may be granted for a period of up to two (2) years when the disability continues beyond accumulated sick leave rights and provided the employee is:
1. hospitalized or institutionalized;
  2. on a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or,
  3. is declared incapacitated for the performance of the duties of the position by a licensed physician designated by the Employer.
- B. Educational Leave An educational leave may be granted for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to the Sheriff's Department by improved performance at any level; or for voluntary service in any governmentally sponsored program of public betterment.
- C. Family and Medical Leave The parties agree that the County policy regarding F.M.L.A. (Family Medical Leave Act) will apply to this bargaining unit. Appeals regarding the F.M.L.A. shall be to the grievance procedure.
- D. Personal Leave The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee. The employee shall include all pertinent information relating to the need for a personal leave of absence with the request for leave.
- E. Authorization for Leave The authorization of a leave of absence without pay is a matter of administration discretion. 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.

- F. Reinstatement from Leave Upon completion of a leave of absence, the employee is to be returned to a position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis. 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.
- G. Insurance Premiums During Leaves Where an employee has requested and been granted an unpaid leave, the Employer shall continue its contribution to the employee's health insurance benefit program for a period of sixty (60) calendar days from the date of approval of the leave, (except as is required by the FMLA) provided the employee makes arrangements with the Employer for the payment of the employee's share of the costs.

### **Section 23.2 Leaves with Pay**

Employees may be granted the following types of paid leaves of absence:

- 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 form, unless such duty is performed totally outside of normal working hours. An employee released from jury duty prior to the end of the employee's scheduled workday shall report to work for the remaining hours.
- B. Military Leave All employees who are members of the Ohio National Guard, or other recognized 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 services on field training or active duty for periods of time not to exceed twenty-two (22) eight (8) hour work days or a total of one hundred seventy-six (176) hours in any one (1) calendar year, January 1 through December 31. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. Employees who are members of those components listed above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.
- C. Examination Leave Employees who apply for promotional examination and are on duty when an examination is administered shall be released from duty for the period of the examination without loss of pay. Employees who must sit for examinations for certifications required by the Sheriff (but not those statutorily required) shall be released from duty for the period of the exam, without loss of pay, if the examination is administered during the employee's normal work schedule.

# ARTICLE 24

## INJURY LEAVE

---

### Section 24.1 Injury Leave

In the event of a service-connected injury incurred in the active discharge of the employee's duties, the employee shall receive full pay for a period not to exceed ninety (90) 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. Upon approval of the injury claim by Worker's Compensation, the employee shall pay to the Employer all income benefits paid by Worker's Compensation for the period during which the employee received full pay.

# ARTICLE 25

## UNIFORMS/EQUIPMENT

---

### Section 25.1 Uniforms and Equipment

Upon original appointment to the Sheriff's Office, employees shall be provided with all uniforms and equipment required by the Employer in quantities specified by the Employer.

### Section 25.2 Allowance

Any employee in a the classification listed below, who has completed one (1) year of services, shall be entitled to a purchase and/or maintenance allowance in the stated amounts.

	First Year	Second Year
Sergeant	\$575.00	\$575.00
Lieutenant	\$575.00	\$575.00
Road Corporal	\$575.00	\$575.00
Corrections Corporal	\$375.00	\$375.00

The allowances are provided on a requisition and/or established provider basis and not on a cash to employee basis. An employee seeking reimbursement for uniform maintenance or plain clothes purchased must submit receipts in order to obtain reimbursement.

Any employee who exceeds the above allowance shall be required to reimburse the Vendor

### Section 25.3 Personal Property

Where an employee supplies evidence of damage to personal property while performing assigned duty work with due caution and without negligence on the part of the employee, the Employer shall reimburse the employee for the cost of necessary repairs or replacements (no more than fifty dollars (\$50.00) for jewelry items). The employee shall present the damaged personal

property for the Employer's inspection prior to the repair or replacement of said property. Repair or replacement of said property shall be at the Employer's option. Accidental damage to property or clothing is excluded from this provision when the damage occurs during the course of an employee's normal Sheriff's office assigned duties.

**Section 25.4 Eyewear/Dentures**

In the event of damage to prescription eye glasses, including frames, contact lenses, and dentures, the Employer shall pay the difference between the amount reimbursed from Worker's Compensation and the actual cost of repair or replacement, if any.

**Section 25.5 Damaged Uniforms**

The Employer shall replace, at no cost to the employee, any uniform or piece thereof which is damaged or destroyed in the line of duty or scope of employment, unless the negligence of the employee causes the loss. Any such incident shall be reported to the Employer or the Employer's designee who shall make the appropriate allowance to replace the uniform or piece.

**Section 25.6 Uniform Return**

All uniforms, accessories and other items of clothing purchased by the Employer shall remain the property of the Employer. Upon termination of employment, the employee shall return such uniform or clothing items to the Employer or with the approval of the Employer, shall pay the County a fair market value for those items the employee is permitted to keep.

**Section 25.7 Vests**

The Employer shall provide body armor vests for all full time sworn law enforcement employees requesting the vests. The parties agree the Employer may require employees to wear a vest.

**Section 25.8 Duty Weapon Purchase**

Upon retirement in good standing from the Allen County Sheriff's Office under the State of Ohio PERS retirement system, each retiree who carried an employer issued firearm in the performance of their duties shall have a right to purchase said firearm with related magazines. The price of that firearm will be based on a depreciation schedule of twenty percent (20%) per year the weapon was in service with a minimum of one dollar (\$1.00). The Sheriff shall maintain a record of make, model and serial number of such weapon in the name of the retired officer.

## **ARTICLE 26**

### **SUBSTANCE TESTING**

---

**Section 26.1            Substance Testing**

The Employer and the Union agree to be subject to the terms of the Allen County Drug Free Workplace Policy, except as modified by the parties. The Employer reserves the right to modify the Drug Free Workplace Policy. However, prior to implementing any change to the Drug Free Workplace Policy, the Employer shall first meet with the Union for the purpose of receiving input and discussing the affects of any modification.

A copy of the Drug Free Workplace Policy as modified by the parties shall be made available to bargaining unit members.

The application of the Drug Free Workplace Policy is an appropriate topic for Labor-Management Meetings.

**ARTICLE 27**

**DURATION**

---

**Section 27.1    Duration**

Unless otherwise stated, in this Agreement, this Agreement shall be effective December 16, 2014, and shall remain in full force and effect until December 14, 2016, unless otherwise terminated as provided herein.

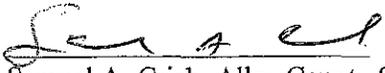
**Section 27.2            Successor Agreement**

Successor Agreements to modify, amend, or terminate this Agreement, shall require written notice of such intent no earlier than one hundred twenty (120) days prior to the expiration date, nor later than ninety (90) days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent. This Agreement shall stay in force until a follow-up Agreement has been negotiated or the parties agree to terminate said Agreement.

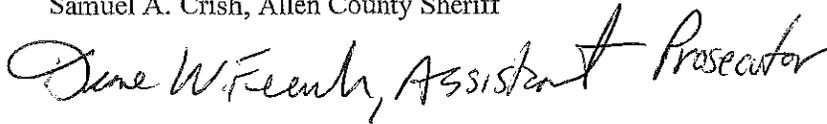
IN WITNESS WHEREOF, The parties have hereunto signed by their authorized representatives this 1 day  
of Dec, 2015,  
14

FOR THE ALLEN COUNTY SHERIFF;

FOR THE FOP/OLC, INC;

  
\_\_\_\_\_  
Samuel A. Crish, Allen County Sheriff

\_\_\_\_\_  
Joel D. Glasser, Staff Representative

  
Jane W. Feenly, Assistant Prosecutor

FOR THE ALLEN COUNTY COMMISSIONERS;

\_\_\_\_\_  
Terry Sneary, Bargaining Chair

\_\_\_\_\_  
Greg Reiff, Commissioner

  
\_\_\_\_\_  
William Scott Nolan, Bargaining Team

William Scott Nolan, Bargaining Team

\_\_\_\_\_  
Greg Sneary, Commissioner

\_\_\_\_\_  
Mark Wireman, Bargaining Team

\_\_\_\_\_  
Sam Bassitt, Commissioner

\_\_\_\_\_  
Kevin Litsey, Bargaining Team