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COLLECTIVE BARGAINING AGREEMENT
BETWEEN

THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

AND

THE WOOD COUNTY SHERIFF

Command

2015-2017

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ARTICLE 1
AGREEMENT

Section 1.1 PURPOSE

This Agreement is entered into this _____ day of January 2015 by and between the Sheriff of Wood County, Ohio (hereinafter referred to as the "Employer" or "Sheriff") and the Ohio Patrolmen's Benevolent Association (hereinafter referred to as the "Union" or "OPBA.")

The parties, in consideration of the promises and agreements herein set forth, and considering their mutual interest and their desire to stabilize employment, facilitate the operation of the Sheriff's Office in an efficient manner, to establish an orderly procedure for the settlement of differences between the Office and the employees, and to secure a closer and more harmonious relationship between themselves, do hereby promise and agree to the terms set forth below.

This section of the collective bargaining agreement (hereinafter referred to as "Agreement") is nongrievable.

Section 1.2 MODIFICATION OF AGREEMENT

Negotiated changes shall be reduced to writing, dated and signed by the parties to this agreement and shall be effective only after the parties have both signed the changes.

Section 1.3 SAVINGS CLAUSE

Should any portion of this Agreement contained herein be declared invalid by operation of law, or by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof, and they shall remain in full force and effect. In addition, as soon as possible following the effective date of such declaration of invalidity, the parties shall meet in an attempt to modify such provision to comply with the applicable law.

ARTICLE 2
RECOGNITION

Section 2.1 RECOGNITION

The County hereby recognizes the Ohio Patrolmen's Benevolent Association as the sole and exclusive bargaining agent for the purpose of collective bargaining of all wages, hours and other terms and conditions of employment for all full-time employees of the Sheriff's Office who have been certified by the State Employment Relations Board, Case No. 88-REP-05-0098, in the following unit: Corporals, Sergeants, and Lieutenants.

Section 2.2 COVERAGE

All Articles of this Agreement shall cover all classifications within the bargaining unit, except as otherwise specified.

Section 2.3 NEW POSITIONS

In the event that a new position is created within the Sheriff's Office, the Sheriff shall determine whether the new position will be included in or excluded from the bargaining unit and shall so advise the Union. If the parties agree on the determination, it shall be implemented and documented through the State Employment Relations Board in accordance with O.R.C. Chapter 4117. If the parties do not agree, the issue shall be presented to the State Employment Relations Board for its determination and disposition.

Section 2.4 PROBATIONARY PERIOD

All newly hired employees shall serve a probationary period of twelve (12) months. During this period a probationary employee may be terminated without recourse to the grievance procedure.

An employee promoted or changed in classification shall serve a probationary period of six (6) months. This probationary period shall be extended for an additional six (6) months upon written notice from the Chief Deputy, providing that such notice is given to the Union two (2) weeks prior to expiration of the first six (6) months. If the employee fails to satisfactorily complete the probationary period, he/she shall be returned to his/her division, displacing the lowest seniority person in that division, and without serving a probationary period, if it has been satisfactorily completed previously. The termination of a newly hired employee is not subject to the grievance procedure. Probationary reductions are not subject to the arbitration procedure.

An employee promoted to the command bargaining unit from the non-command unit who fails to satisfactorily complete probation in the command unit shall be returned to his/her division, displacing the lowest seniority person in that division, and without serving a probationary period, if probation in that division has been previously satisfactorily completed.

ARTICLE 3
SECURITY

Section 3.1 DUES DEDUCTIONS

The Employer agrees to honor the Agreement signed between the Union and its members on the authorization for payroll deduction of union dues in respect to the initial and subsequent collection of such dues until or unless the employee would give notice of cancellation as provided for in the Ohio Revised Code.

The regular OPBA dues shall be established under the terms of the OPBA Constitution and certified to the employer by the OPBA. The payroll deduction of the regular OPBA dues or Fair Share Fees shall be made on each pay day in each month during which an employee is in active pay status.

Effective thirty (30) days following the beginning of employment, members of the bargaining unit who are not members of the OPBA shall pay to the OPBA a Fair Share Fee. This does not require any member of the bargaining unit to become a member of the OPBA, nor shall the Fair Share Fee exceed dues paid by members of the OPBA who are in the bargaining unit. The deduction of a Fair Share Fee from the payroll checks of members of the bargaining unit and its payment to the OPBA is automatic and does not require the authorization of the member. A rebate procedure shall be established by the Union in accordance with Ohio Revised Code Section 4117.09(C). No member of the bargaining unit shall be required to become a member of the OPBA as a condition for securing or retaining employment.

The Employer agrees to make every effort to forward check-off dues to the OPBA within two weeks following the last pay day of each month, but no later than 30 days. OPBA shall indemnify the Office and hold it harmless from any claim by employees arising from payments forwarded by the Office to the OPBA pursuant to this section.

Section 3.2 BULLETIN BOARDS

The Union agrees that no notices will be placed on the bulletin boards which contain:

A. Personal attacks upon any county employee;
B. Scandalous, scurrilous or derogatory attacks upon the Administration;
C. Attacks on any other employee organization;
D. Any obscene material;
E. Any ethnic material;
F. Slanderous or libelous material;
G. Materials related to public political activity.

Section 3.3 CONTRACTING OUT OF BARGAINING UNIT WORK

No bargaining unit employee shall be laid off as a direct result of contracting out by the Sheriff.

Bargaining unit work shall be defined as:

1. Road patrol division and related work;
2. Radio-Dispatch and related work;
3. Corrections Deputy and related work;
4. Clerical Specialist and related work; and
5. Records Management and related work.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1 MANAGEMENT RIGHTS

The Union recognizes and accepts the right and authority of the Employer to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion of policy such as:

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

Section 4.2 RESERVED RIGHTS

All other rights not expressly restricted by this contract are retained by Management.

Further, in consideration for items obtained in this contract, the Union specifically agrees that negotiations, during the term of this contract, are not required on any matter not expressly mentioned in this contract.

All policies and procedures of the Wood County Sheriff shall remain in effect and shall control unless a specific provision of this Agreement overrides said policy or procedure. The Employer reserves the right to alter, delete, or add to current policies and procedures.

ARTICLE 5
NON-DISCRIMINATION

Section 5.1 DISCRIMINATION

Neither party will discriminate for or against any bargaining unit employee on the basis of age, sex, race, color, creed, marital status, national origin, handicap, political affiliation, affiliation with or

non-affiliation with the Union. The parties to this agreement recognize that non-discrimination policies do not excuse non-performance or the inability to perform required job duties.

Section 5.2 GENDER AND PLURALS

Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Words, whenever in the masculine, feminine, or neuter genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders, it is understood that the use is for convenience purposes only, and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 6
REPRESENTATION RELEASE TIME

Section 6.1 OPBA DIRECTOR

The OPBA Director is the highest ranking Union official. The OPBA shall provide the Employer annually with a list of Union Directors. The Union Director will be permitted sufficient time off during the work week to attend to union matters within his capacity. During such service in this post, the Union official shall continue his entitlement to wages, fringe benefits, seniority accrual, and all other benefits allowed a bargaining unit member as though he were at all times performing his job-related duties. Union release time shall not generate overtime for any bargaining unit member.

During term in office, the Union official shall continue to be required to report daily to his supervisor at his assigned shift starting time, and he shall be required to apprise his supervisor of whereabouts at all working times while he is performing the duties allowed by this section. Total Union release time for each Director shall not exceed forty (40) paid straight-time hours per calendar year to perform duties or to attend conventions or conferences.

The Union official will be required to drop or forego any of the activities allowed by this section, upon the direction of his supervisor, for the purpose of assisting in emergency Sheriff's Office work. Except for an emergency situation, sufficient time to perform Union functions will not be unreasonably limited by the Sheriff or his supervisor, nor will the Union official devote unnecessary County-paid time to these functions. None of the duties of the Union official herein described may be conducted on County-paid overtime hours, nor generate overtime for any bargaining unit member.

Abuse of release time may be the grounds for disciplinary action.

Section 6.2 USE OF EMPLOYER FACILITIES

Subject to approval of the Chief Deputy or his designee, the Union shall have reasonable usage of employer facilities, including local telephones, long distance phones, copy machine, and fax machine. The collective bargaining agreement will be posted on the Wood County Sheriff's Office internal website. All bargaining unit members will be provided with a copy of the current collective bargaining agreement, and the Union and the Employer will split the cost of providing the copies.

Section 6.3 NEGOTIATOR RE-SCHEDULING

During negotiations, when possible, Union negotiators will be re-scheduled for a shift that coincides with the hours of negotiations, as long as it does not cause overtime in the bargaining unit.

Section 6.4 UNION DIRECTORS

The Sheriff's Office will recognize certain employees designated by the Union as Directors for employees in the bargaining unit for the purpose of processing grievances and attending meetings in accordance with the provisions of the grievance procedure contained herein. The Union may designate one (1) alternate representative for each section to act in the absence of the representative. While performing on shift duties as Directors, the employees shall receive their regular rate of pay. Directors shall be recognized upon their election for the relevant sections as follows:

A. Wood County Justice Center: three (3) directors, one (1) per shift.
B. Wood County Sheriff's Office: three (3) directors, one (1) per shift.
C. Dispatchers: one (1) Director.
D. Clerical: one (1) Director.
E. Command: three (3) Directors.

Section 6.5 NEGOTIATING COMMITTEE

The Sheriff's Office agrees to release, with pay, all members of the Union negotiating committee, namely: four (4) Non-Command Officers and two (2) Command Officers when they meet with the Sheriff's Office for the purpose of modifying this Agreement. During negotiations, when possible, Union negotiators will be rescheduled for a shift that coincides with the hours of negotiations, as long as it does not cause overtime on the negotiator's regular shift. Specific notice requirements referenced in this Agreement are waived.

ARTICLE 7
NO STRIKE - NO LOCKOUT

Section 7.1 NO STRIKE

Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, including resolution by an impartial third party, the County and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Wood County.

The Union agrees that neither it, its officers, agents, representatives, nor any employees covered by this Agreement will authorize, instigate, cause, aid, condone, or participate in any strike or work stoppage for the duration of this Agreement. When the County notifies the Union by telephone that any employee covered by this Agreement is engaged in any strike activity, the Union will notify striking employees that they are required to return to work, and if they refuse, they are subject to the provisions of 4117.23 of the Ohio Revised Code, and any other discipline authorized by law.

Section 7.2 NO LOCKOUT

The County 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 as a result of a labor dispute with the Union, provided Union members are not in violation of Section 7.1 of this Article.

ARTICLE 8
GRIEVANCE PROCEDURE

Section 8.1 GRIEVANCE DEFINED

The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of a specific provision(s) of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement, nor matters not covered by this Agreement. The reasonableness of work rules are subject to the grievance procedure.

Section 8.2 QUALIFICATIONS

A grievance can be initiated by the Union or any aggrieved bargaining unit member.

Section 8.3 GRIEVANCE REPRESENTATIVES

The Union may designate not more than six (6) Grievance Representatives ("Stewards") to administer this Article. Representatives shall not receive overtime pay to engage in the grievance process.

Section 8.4 DUTIES OF GRIEVANCE STEWARDS

A Steward shall be released from his normal duty hours, upon approval of his supervisor, to participate in the aforementioned duties without loss of pay or benefits. Such approval will not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a grievant must appeal his grievance or have it heard. A Steward shall be allowed reasonable necessary time during his scheduled working hours to perform the aforementioned duties, and shall notify his supervisor in advance of such duties. Abuse of release time may be grounds for disciplinary action.

Section 8.5 GRIEVANCE PROCEDURE

Step 1:

(A) An employee having an individual grievance will first attempt to resolve it informally with his immediate supervisor or have a union representative attempt to informally

resolve the issue on the employee's behalf. Such attempt at informal resolution shall be made by the grievant within seven (7) calendar days following the events or circumstances giving rise to the grievance having occurred, or within seven (7) calendar days after the employee learns of the grievance's occurrence.

Grievances brought to the attention of the supervisor (except for automatic time extensions as hereinafter described in Section 8.6) beyond the seven (7) calendar day time limit shall not be considered. At this Step, there is no requirement that the grievance be submitted, or responded to, in writing. However, a Steward may accompany the grievant, should the latter request his attendance. If a supervisor grants a grievance at verbal levels, written acknowledgment of granting such grievance shall be furnished upon request of the Union or grievant. If the grievance is denied at this step, written documentation will be provided to the grievant and/or his union representative substantiating that this step has been completed. If the grievant is not satisfied with the response from his immediate supervisor, which shall be given within seven (7) calendar days of the submission of the grievance at this Step, he may pursue Step 2.

Step 2:

(A) Should the grievant not be satisfied with the answer in Step 1, within seven (7) calendar days thereafter, he may appeal the grievance to Step 2 by delivering a copy of the Grievance Form, containing the written responses at the prior step, or a summary of the verbal response, the date the grievance was discussed at Step 1, the supervisor that the grievance was discussed with, and any other pertinent documents, to the Office of the Sheriff. The Sheriff or his designee shall date the form, accurately showing the date his office received the form.

The Sheriff has designated the HR Director as the coordinator of the grievance. Grievants may still have their grievance forms time stamped by their supervisor, but the grievance form will then be forwarded on to the HR Director who will coordinate any grievance responses, resolutions and/or meetings with the appropriate Sheriff's Office and Union representatives.

(B) Within seven (7) calendar days of his receipt of the Grievance form, the Sheriff or his designee shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the Steward who signed the grievance and the member-grievant.

(C) In the meeting called for at this Step, the Sheriff or his designee shall hear a full explanation of the grievance and the material facts relating thereto.

(D) Within seven (7) calendar days of the meeting in this Step, the Sheriff or his designee shall submit to the Steward his written response to the grievance.

Step 3:

(A) If the grievant is not satisfied with the answer in Step 2, within twenty-one (21) calendar days thereafter, the Union may appeal to arbitration as follows:

(B) Within seven (7) calendar days of receipt within the time specified in (A) above of intent to file under the grievance arbitration procedure, the Sheriff and the Union shall by joint letter, solicit nominations of an arbitrator to hear the case from the Federal Mediation and Conciliation Service, or before a third-party neutral as mutually agreed upon by the Sheriff and the Union. A date for arbitration shall be set as soon as possible, in accordance with the wishes of the Sheriff, the Union, and the availability of the arbitrator. The arbitrator shall reduce his award to writing, and state his reasons for reaching the decision. Said award shall be responded to the parties as soon as possible after the date of the hearing.

All decisions of the arbitrator regarding either: (A) disciplinary penalties imposed by the Sheriff involving suspensions of more than three (3) days or discharge, or (B) contract interpretation issues shall be final and binding upon all parties. All decisions of the arbitrator involving discipline of three (3) days or less shall be advisory. The fees and expenses of the arbitrator shall be equally shared by the Sheriff and the Union. However, each party shall be responsible for compensating its own non-employee witnesses or other costs, such as the purchase of a written transcript or recording of the hearing.

The arbitrator shall have no right to amend, modify, add to, or subtract from the provisions of this Agreement. The arbitrator shall have the right to modify disciplinary penalties imposed by the Sheriff.

Section 8.6 TIME OFF FOR PRESENTING GRIEVANCES

A member and his Steward shall be allowed time off from regular duties for attendance at scheduled meetings under the Grievance Procedure with prior approval of their respective supervisors without loss of pay or benefits.

The Steward shall be allowed adequate time, as approved by the supervisor, off the job with pay, to conduct a proper investigation of each grievance. Such approval will not be unreasonably withheld, and the withholding of such approval shall result in an automatic equivalent extension of time limits within which a grievant must appeal his grievance or have it heard.

Section 8.7 TIME LIMITS

It is the Sheriff's and the Union's intention that all time limits in the above Grievance Procedure shall be met. To the end of encouraging thoughtful responses at each Step, however, the grievant and the Union and the Administration's designated representative may mutually agree, at any Step, to short time extensions for the Sheriff's answer, but any such agreement must be in writing and signed by designated representatives for the Union and the Administration. Any Step in the Grievance

Procedure may be skipped on any grievance by mutual consent. In the absence of such mutual extensions, at any Step where a response is not forthcoming within the specified time limits, this shall automatically entitle the grievant to proceed to the next step.

Section 8.8 REPRESENTATIVES IN MEETINGS

In each Step of the Grievance Procedure outlined herein certain specific representatives are given approval to attend the meeting therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible Step of the Grievance Procedure, it may be beneficial that other representatives not specifically designated, be in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the Grievance Procedure, providing such additional representatives have input which may be beneficial in attempting to bring resolution to the grievance. Any union representative or witness whose participation in the grievance process proves to be irrelevant or inappropriate shall not be paid for said time.

Section 8.9 GRIEVANCE FORM

Grievance forms will be supplied by the Union. Appendix B is the grievance form to be used by the parties in the processing of grievances under this Article.

The Grievance form will be made available to the Stewards.

Section 8.10 ACCESS TO DOCUMENTS/MATERIALS

All documents and other materials upon which the Sheriff relies as the basis for actions taken that gave rise to the grievance shall, upon request, be furnished to the Union. The Union will, upon request, furnish to the Sheriff all documents and other materials upon which it relies as the basis for its position on the grievance. Documents and other materials will not be released during an ongoing investigation.

Section 8.11 WITHDRAWAL AND/OR SETTLEMENT OF GRIEVANCE

The Union may withdraw a grievance at any time by doing so in writing or by permitting the time requirements to lapse at Step 1 or 2 without further appeal. The parties may settle and/or compromise any grievance on mutually agreeable terms.

Section 8.12 CONSOLIDATION OF GRIEVANCES.

Two or more grievances may not be joined or consolidated for hearing by an arbitrator except upon the express mutual agreement of the parties, which agreement shall be evidenced by a written communication demonstrating the same.

ARTICLE 9
LAYOFF AND RECALL

Section 9.1 SENIORITY LIST

A seniority list for the bargaining units shall be kept by the Sheriff, and shall be updated yearly. A copy shall be available for inspection in a location designated by the Sheriff's Office. Seniority shall be defined as the total continuous length of time with the Wood County Sheriff's Office, and/or employees formerly with the Wood County Communications Department who transferred to the Sheriff. "Rank seniority" shall be defined as the total continuous length of time in rank or classification. "Division seniority" shall be defined as total cumulative length of time served in a Division. Seniority shall be broken only in case of resignation or termination.

Any employee who has been promoted out of the bargaining unit, but is still employed in the Sheriff's Office, shall not lose seniority during his/her service out of the bargaining unit, but shall not accrue additional seniority during such service.

A. If two or more employees were appointed the same day, then the one with the highest test score shall be the most senior employee.

B. If no test was given to two or more employee appointed on the same day, then the employee with the most Division Seniority shall be the most senior employee.

C. If two or more employees have equal test scores, or no test was given, and were appointed on the same day to the same division, the last four numbers of the affected employees' social security number will be used. The employee with the higher number will be the most senior employee.

D. The divisions to be used shall be as follows:

1. Patrol Division
2. Corrections Division
3. Detective Division
4. Civil Division
5. Clerical Division
6. Communications Center Division

E. In the absence of a designation by a Supervisor when more than one Patrol Deputy responds to a situation, the Deputy with the greater Patrol Division seniority will be responsible.

F. In the absence of a designation by a Supervisor when more than one Detective responds to a situation, the Detective with the greater Detective Division seniority will be responsible.

Section 9.2 LAYOFF NOTIFICATION

When the Sheriff determines that a layoff or job abolishment is necessary, he shall notify the affected employees fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment.

The Sheriff, upon request from the Union, agrees to discuss with the representatives of the Union the impact of the layoff on bargaining unit employees.

Section 9.3 LAYOFF AND DISPLACEMENT RIGHTS

A. If the Sheriff determines a layoff of bargaining unit employees is necessary, employees shall be laid off in order of their office seniority, beginning with the least senior, and progressing to the most senior, up to the number of employees that are to be laid off. If two or more employees have the same seniority, test scores, and then alphabetical order shall be used (*e.g.*, last name beginning with 'A' laid off first).

1. During a layoff, displacement rights under this Section shall supersede bidding/shift provisions contained in Article 23 of this Agreement.

2. Employees who are temporarily assigned shall maintain their rank and pay status for the duration of the temporary assignment.

B. Employees displaced as a result of job abolishment shall be able to choose any of the following options:

1. Displace the least senior employee of the same or lower rank within the same division. If the least senior employee holds a lower rank, then the displaced employee will forfeit rank, but will remain at present pay.

2. Accept layoff and wait to be recalled to the same division or another division of his/her choice.

3. If the displaced employee is the least senior employee in his or her division, he or she may bump the least senior employee in any division within the bargaining unit. However, if a displaced employee is not qualified for another division, but has enough seniority to displace the least senior

employee in another division, he or she will be given two weeks to demonstrate that he/she is qualified for that position. A displaced employee may not bump into the Patrol or Detective Divisions without permission of the Sheriff.

4. If the abolished position is re-established, then the employee who previously held the position at the time the position was abolished will have the right to return to the position or stay at the present position. Return to a prior position is controlled by the time limits of Section 9.5.

5. If a laid off employee is not qualified for a position solely because of the lack of required certification, the employee may exercise his/her rights under Section 9.3(B)3 within two (2) weeks after obtaining the required certification. Section 9.7 shall apply if an employee changes classification by exercise of options under Section 9.3.

Section 9.4 CHANGE IN BARGAINING UNIT

Employees may move back and forth from the command bargaining unit to the non-command unit without loss of office seniority, when promoted, demoted, displaced, or laid off. In other situations, an employee who is transferred from the command bargaining unit to the non-command bargaining unit shall do so without loss of office seniority. Any current employee of the Sheriff's Office who holds or accepts a position outside of the bargaining unit will retain bargaining unit seniority. Said employee will receive no seniority credit for time outside of either bargaining unit, in other words, the employee's seniority freezes upon leaving the bargaining unit. Said employee can return to the same or equivalent position held in either bargaining unit, according to his frozen office seniority upon return to either bargaining unit.

Seniority 9.5 RECALL NOTIFICATION

Notice of recall shall be sent to the employee, by certified mail, with a copy to the Union. The Sheriff shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last address provided by the employee.

Recall time period shall be two (2) years. The employer shall re-certify the employee upon recall if necessary.

Section 9.6 TIME LIMITS

The recalled employee shall have fourteen (14) calendar days following the date of mailing of the recall notice to notify the Sheriff of his intention to return to work, and shall have twenty-one (21) calendar days following the mailing date of the recall notice in which to report for duty.

Section 9.7 PROBATIONARY PERIOD

Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at lay-off shall be required to finish such probationary period upon recall.

Section 9.8 VOLUNTARY LAYOFF

Employees may elect to accept a voluntary layoff up to sixty (60) calendar days, with the approval of the Sheriff or his designee. Employees accepting such voluntary layoff will maintain their full contractual rights while on said layoff, including continued accrual of seniority, except they shall not receive monetary benefits other than health insurance for the remainder of the month in which they accept layoff. An employee will be reinstated at the end of the agreed layoff period at the same rank and pay. If the layoff situation has come to an end, then the employee will be reassigned to the previous division and position held, subject to Section 9.3 and Section 9.7.

ARTICLE 10
RULES AND REGULATIONS

Section 10.1 RULES AND REGULATIONS

The Sheriff agrees that Rules and Regulations of the Sheriff's Office shall be furnished to all members of the bargaining units in written form.

To the extent possible, the Sheriff agrees that amendments to the Rules and Regulations shall be provided to the Union in written form seven (7) calendar days in advance of their implementation. The Union or any member of the bargaining unit may request a meeting of the Labor/Management Committee to seek clarification or to present alternative viewpoints with respect to such amendments. Time limits are waived in an emergency situation. The Sheriff can implement and discuss with the Union an emergency situation at a later date.

The Rules and Regulations shall be applied and interpreted consistently by the Sheriff, and may not violate any provision of this Agreement.

All policies and procedures of the Wood County Sheriff remain in effect and control unless a specific provision of this Agreement overrides said policy or procedure. The Employer reserves the right to alter, delete and/or add to current policies and procedures.

ARTICLE 11
INVESTIGATIONS AND DISCIPLINE

Section 11.1 INTERNAL INVESTIGATIONS

The parties agree to establish a committee for the sole purpose of jointly proposing to the Sheriff a set of guidelines for Internal Investigations. However, the Sheriff retains the final authority as to the provisions of an Internal Investigations procedure.

Section 11.2 DISCIPLINARY PROCEDURE

(A) No employee shall be reduced in pay or position, suspended or removed, except for just cause.

(B) The principles of progressive disciplinary action will be followed with respect to minor offenses. It shall be corrective, and applied in a uniform manner. Normal progressive discipline shall consist of an oral warning, written reprimand, short-term suspension, and either a long-term suspension, demotion, or discharge. The parties recognize that more serious offenses may bypass one or more disciplinary steps.

(C) The Sheriff shall take corrective action deemed necessary by the circumstances on a case-by-case basis.

(D) The Sheriff agrees not to suspend, demote, or discharge an employee without first conducting a pre-disciplinary hearing as set forth in Section 11.4 below.

(E) The Sheriff, staff, and the Union agree that all disciplinary procedures shall be carried out in private as best as possible, and in a businesslike manner.

No public disclosure of any disciplinary action taken or proposed against any employees shall be made unless and until criminal charges have also been filed, except as required by law.

Section 11.3 RIGHT OF UNION REPRESENTATION

When employee misconduct is investigated by a detective or other members of the Command on Non-Command Bargaining Unit, and where the investigation concerns allegations of criminal misconduct, the employee will have the same rights as any person under investigation, including where appropriate, the right to a Miranda Warning.

If an investigation of wrongdoing focuses on an individual employee and this individual employee is interviewed by a member of the Administration who is not a member of a bargaining unit, the employee must be notified of his/her right to have a Union representative present at the interview.

If an employee is compelled or ordered to answer questions concerning allegations of wrongdoing, the employee must be informed by a command officer that information provided as a result of such an order will not be used in a criminal proceeding. Failure to truthfully answer questions after such a warning will result in disciplinary action up to and including termination.

Section 11.4 PRE-DISCIPLINARY HEARING

A bargaining unit member who is brought before a pre-disciplinary hearing shall be provided, prior to the hearing, with notice of the charges against him. The employee shall have an opportunity at the hearing to respond to the charges and to present evidence on his behalf.

The initial disciplinary hearing shall be held within thirty (30) calendar days of the filing of charges, unless the parties mutually agree otherwise.

This hearing is to be held between the Sheriff or his designee, the employee, and a Union representative, if the employee so desires. Hearings, where practical, shall be conducted at hours reasonably related to the employee's shift, preferably during his working hours. Unreasonable delays by the employee in question or the Union can void the pre-hearing requirement.

Upon notice to the other party, either the Sheriff or the Union may record an investigative interview or pre-disciplinary hearing. A copy of any such recording will be made available to the other party upon request. Any such recording shall only be used for the discipline/grievance procedure contained within this contract and is subject to the privacy expectations contained in 11.2 (E)

ARTICLE 12
PERSONNEL FILE

Section 12.1 PERSONNEL FILE

There shall be for each employee only one official personnel file maintained by the Sheriff.

(A) Every member shall be allowed to review his personnel file at any reasonable time upon request. A member may also authorize his attorney or union representative to review the personnel file. Such request shall be made to the Sheriff, and review of the file shall be made in the presence of the Sheriff or his designated representative.

Personnel files are subject to the Public Records Law (ORC Chapter 149).

(B) Any member may copy documents in his file. The Sheriff may levy a charge for such copying. Such charge shall be five cents ($.05) per copy.

(C) If, upon examining his personnel file, any employee has reason to believe that there are inaccuracies in documents contained therein, the employee may write a memorandum to the Sheriff explaining the alleged inaccuracy. If the Sheriff concurs with the employee's contentions, he shall remove the faulty document. If the Sheriff disagrees with the employee's contention, he shall attach the employee's memorandum to the document in the file, and note thereon his disagreement with the memorandum's contents. To the extent applicable, the provisions of this section shall serve as a substitute for the provisions of O.R.C. Chapter 1347.

(D) Except for routine hiring material and Workers' Compensation claims material, no document which does not include as part of its normal distribution a copy to the employee, or which does not originate with the employee, shall be placed in the personnel file unless the employee is simultaneously provided a copy. Anonymous material shall never be placed in an employee's personnel file. An employee's signature on a document shall mean he has

seen the document, not that he agrees with its content, unless it is so stated on the document. The employee shall be the last person to sign a document, and no comments may be made on recorded copies thereafter.

(E) Records of written reprimands shall cease to have force and effect or be considered in future discipline matters two (2) years after their effective date, and shall be removed from the employee's personnel file after two (2) years, providing there are no intervening disciplinary actions taken during that time period. Records of suspension and demotion shall cease to have force and effect or be considered in future discipline matters two (2) years after their effective date, and shall be removed from the employee's personnel file after two (2) years, providing there are no intervening disciplinary actions taken during that time period.

(F) The Sheriff may retain private written notes of a supervisor to document an oral reprimand, but such notes shall not be placed in a member's personnel file or other official records of the Sheriff.

(G) In any case in which an action of record is disaffirmed through the Grievance Procedure, or by a court of competent jurisdiction, the member's personnel file shall clearly reflect such disaffirmance, and the material concerning both the disciplinary action and the conditions giving rise to it shall be removed from the personnel file.

ARTICLE 13
LABOR/MANAGEMENT MEETINGS

Section 13.1 MEETINGS

In the interest of sound Labor/Management relations, the Union and the Sheriff will meet at agreeable dates and times for the purpose of discussing those matters outlined in Section 13.2 below. Normally, meetings held within this Article will be once every three (3) months unless matters of urgent nature require additional meetings.

Section 13.2 AGENDA

The party requesting the meeting shall furnish an agenda, or there will be mutual agenda, and the names of the employees who will be attending with the reason for the meeting. Some purposes for Labor/Management meetings include but are not limited to:

(a) Discuss the administration of this Agreement;

(b) Notify the Union of changes made by the Sheriff which may affect bargaining unit members;

(c) Discuss grievances which have not been processed beyond the final step of the grievance procedure, when such discussions are mutually agreed to by the parties;

(d) Disseminate general information of interest to the parties;

(e) Give the Union representatives the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;

(f) Discuss ways to improve efficiency and work performance; and

(g) Consider and discuss health, safety, and training matters.

Section 13.3 NO LOSS OF PAY

Union employee representatives attending Labor/Management meetings shall not suffer a loss in pay for hours spent in such meetings, if held during the employee's regular scheduled hours of work.

Written responses promised by the County representatives during such meetings, to items raised by Union representatives, will be submitted to the Union representatives who attend such meeting within ten (10) calendar days after such meeting, unless the parties mutually agree to a time extension.

ARTICLE 14
EQUIPMENT, TRAINING, AND WORKING CONDITIONS

Section 14.1 SAFETY POLICY

The Sheriff agrees to maintain as best as possible in safe working conditions all facilities, vehicle, and equipment furnished by the Sheriff to carry out the duties of each bargaining unit position, but reserves the right to determine what those facilities, vehicles, and equipment shall be. The Union agrees to work cooperatively in maintaining safety in the Wood County Sheriff's Office.

Section 14.2 SAFE EQUIPMENT

The Sheriff agrees to discuss safety conditions and practices with the employees. Employees are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for facilities, vehicles, and equipment provided by the Sheriff.

Section 14.3 TRAINING

The Sheriff agrees to supply training, equipment, and material for such training as is required by the State or County as a condition of employment, as best as possible.

Section 14.4 TRAINING/COMMUNICATIONS DIVISION

The Sheriff will determine who will train new employees, and how long new employees will spend with each trainer. Persons who are assigned the task of training employees shall receive a one dollar ($1.00) per hour stipend for any such time worked in training other employees.

Section 14.5 TRAINING/CORRECTIONS DIVISION

The Sheriff agrees to provide Justice Center new hires with one individual training officer as best as possible. Persons who are assigned the task of training employees shall receive a one dollar ($1.00) per hour stipend for any such time worked in training other employees.

Section 14.6 TRAINING/ROAD PATROL

The Sheriff agrees to provide new employees or persons newly assigned to Road Patrol with one individual training officer as best as possible. Persons who are assigned the task of training employees shall receive a one dollar ($1.00) per hour stipend for any such time worked in training other employees.

Section 14.7 REQUESTED VERSUS REQUIRED TRAINING.

Training is considered a valuable asset not only to the Sheriff's Office but also to the employees. With that said, the Sheriff will determine each January the number of required training hours for all staff, as appropriate to their position and division assignment.

Training hours can be obtained in either of the following ways: (1) In-house, (2) offsite, (3) internet and/or (4) reading. All said training will first be approved by the training Lieutenant of each respective division. The training requested is to be relative to the profession and/or assigned duties.

Internet and READ AND SIGN training hours must be requested by the employee for approval prior to the training and will be at the discretion and approval of the Training Lieutenant.

The Wood County Sheriff's Office will make every attempt to have considerable on-site training in order to assist staff with reaching the expected number of training hours. A bulk of training will be offered during work hours throughout the year. Staff are expected to sign up for training when it is posted. Staff should not assume that another training will be held at a later date if it has not already been posted. If too few persons are signed up, the training may be cancelled. If too many staff sign up, the training may be full and staff will be shut out. Staff are expected to attend training if it is held during work hours, assuming staffing levels can accommodate such.

Training will be approved as either "REQUESTED" or "REQUIRED" with criteria for each as follows:

> **REQUESTED:** training requested by a staff member that is relevant to their assigned duties AND will be applied toward the training hours as determined by the Sheriff.
>
> If approved,

i. Registration fee is paid by the Sheriff's Office.
ii. Meals will be paid (per county handbook guidelines) assuming meals are NOT provided as part of the training.
iii. Vehicle will be provided.
iv. Personal vehicle may be used but no mileage reimbursement will be paid unless approved by the Sheriff under extenuating circumstances.
v. Travel time WILL NOT be paid.
vi. There will be no assumption for trading of days off. If a shift trade can be arranged with another staff member (per collective bargaining agreement), it will not be disproved for just cause.
vii. Hours spent by the employee for such training outside the employee's regular work hours will not be counted as "hours worked" by the employee.

REQUIRED: training that is specified as mandatory either for purposes of a position or duties, ordered by the Sheriff or his designee, or offered by the Sheriff or his designee to fill an unexpected vacancy for previously-approved training.

If approved,

i. Registration fee is paid by the Sheriff's Office.
ii. Meals will be paid (per county handbook guidelines) assuming meals are NOT provided as part of the training.
iii. Vehicle will be provided.
iv. Personal vehicle may be used but no mileage reimbursement will be paid unless approved by the Sheriff under extenuating circumstances.
v. Travel time WILL be paid assuming the total hours for the day are more than eight hours.
vi. There will be no assumption for trading of days off. If a shift trade can be arranged with another staff member (per collective bargaining agreement), it will not be disproved for just cause.
vii. Hours spent by the employee for such training outside the employee's regular work hours will be counted as "hours worked" by the employee.

Attendance at training will count for eight hours per day or the actual time period of the training, whichever is the greater. Staff who typically work a 12 hour shift WILL NOT be given credit for 12 hours worked when attending REQUESTED eight hour training, but travel time to locations outside Wood County will count toward the 12 hour shift. Priority will be given to those employees with fewest secured training hours. Training expenses will be paid assuming there are available funds.

If an overnight stay is necessary, the employee will be responsible for making the arrangements and providing a credit card to secure the room. An original copy of a detailed bill from the hotel/motel will be required before reimbursement is made. The staff member will contact the Fiscal Officer to determine if a tax exempt form can be utilized in an effort to reduce costs. The following will be considerations for approval of training by the Training Lieutenant:

1) appropriate staffing
2) availability of training funds
3) relativity of training to employee assigned duties or position
4) number of unsecured hours

When attending trainings, staff are expected to conduct themselves as if on duty and follow any and all rules and policies of the WCSO. Staff are NOT required to wear a uniform to training unless dictated by the training agenda. Employees must wear appropriate attire to training.

ARTICLE 15
TEMPORARY WORK LEVELS/PAY ADJUSTMENTS

SECTION 15.1 TEMPORARY PAY

Any member of the bargaining unit who is temporarily assigned to duties of a position with a higher pay range than the employee's own, shall be eligible for a working level pay adjustment, which will be at the appropriate supervisor level of compensation.

In the Communications Center, said pay adjustment shall trigger after the first hour of assignment in the higher position, at which time the pay adjustment reverts to the first minute of assignment, at the rate of an additional one dollar and twenty-five cents ($1.25) per hour, if they are not already getting supervisory base rate of compensation.

When a shift sergeant in the Patrol Division or Corrections Division is absent for one (1) hour or longer, the employer will designate an acting shift sergeant, who shall be paid during such assignment in accordance with this article.

ARTICLE 16
HOURS OF WORK AND OVERTIME

Section 16.1 WORKDAY AND WORK WEEK

The workday shall consist of eight (8) consecutive work hours, or hours mutually agreed to by the Union and the Sheriff. A work week shall be forty (40) hours or a schedule mutually agreed to by the Union and the Sheriff.

In Communications and Road Divisions only, the Sheriff has no authority to change shift schedules from 12 hour days absent exigent financial circumstances or other emergency.

Section 16.2 OVERTIME

All hours worked in excess of an employee's normal schedule will be considered overtime, and shall be paid at one and one-half (1½) times the employee's regular straight time rate. The work week shall

be computed between 12:01 A.M. on Sunday of each calendar week, and 12 o'clock midnight the following Saturday. Employees may not be rescheduled after the start of the work week for the purpose of avoidance of overtime, except for emergency requiring proper shift overage. Justice Center employees shall not be eligible for scheduled overtime until after the completion of all required Post training.

Time worked on the first or second consecutive regular days off due to work schedules being changed at the request of the member, or trading days off by mutual consent of members, with supervisory permission, within classification, or time worked as a result of changing shifts where there is a continuous twenty-four (24) hours per day operation and/or a continuous seven (7) day per week operation, is not subject to premium rates.

The words "hours worked" as used in this section shall include all hours during which the member is on paid status.

Section 16.3 FILLING OVERTIME

Section 16.3.1 DEFINITIONS

UNFORSEEN OVERTIME--Overtime arising on a daily basis, such as sick leave coverage.

ADVANCE NOTICE OVERTIME--Overtime known to be available days or weeks in advance, such as vacation coverage.

MANDATORY FORCED OVERTIME--Overtime available that remains unfilled after applying standard overtime procedures.

Section 16.3.2 CARD SYSTEM

When it is determined that overtime is required to cover a shift, it will be assigned as per a rotating Card System and/or list. Once an employee is considered eligible to work overtime (determined by their supervisor and/or administrative personnel), they will be entered into the overtime card system.

In Communications, two (2) sets of overtime cards will be maintained: Overtime Cards (which are yellow cards) and Mandatory Overtime Cards (which are pink cards). In the Justice Center, Overtime Cards and a Force List will be maintained.

The Overtime Cards (in Communications, these are yellow cards) will be maintained in a numerical order. When entering an individual into this system, a card will be filled out with their information, and entered into the set of cards directly behind the last person who was entered into the system, regardless of seniority, and regardless of where the last card is located. (If there are 10 cards in the stack already, the new addition would be number 11, and would be placed in the cards directly behind number 10, no matter where number 10 is.)

Dispositions used on overtime cards shall be as follows:

1) **No Answer**. Phone is not answered after a reasonable number of rings. Call will be repeated at least once, to assure that no error in dialing has been made.

2) **Line Busy**. Caller has tried more than once, allowing reasonable time for the line to become free. (Time allowed is limited to the time available to fill the vacancy.)

3) **Not Home**. The phone was answered, and the answerer advises the person is not home. If time permits, and they are expected shortly, wait until they call in before passing on to the next.

4) **Already Working**. The person on the card is already scheduled to work the shift offered.

5) **On Sick Leave, On Vacation, or On Comp Time**. This person is already on one of these types of leave on the date of the shift offered.

6) **Will Work**. Employee accepts the offered shift.

7) **Refused**. Person on the card is contacted, the overtime is offered, and they decline to work the shift offered.

8) **Will Come In/Stay Over Four Hours (Sheriff's Office Only)**. Employee declines to work the entire (12) hour shift offered, but will agree to work the four (4) hours adjacent to their scheduled shift. (The entire shift is to be offered to everyone first, before it can be given in smaller increments, except in Communications [see Section 16.3.4(A)(4)]).

9) **Already Working A Double**. The person is already working the maximum amount of consecutive hours allowed adjacent or adjoining to the shift offered (for example, in Communications, the person is already working 16 hours adjacent to the shift offered).

10) **Answering Machine or Recorder**. The phone was answered by a recorder, and a message was left regarding the overtime.

Section 16.3.3 FILLING OVERTIME IN THE JUSTICE CENTER

(1) The acting supervisor or shift Sergeant will:

a) Obtain the overtime cards from the desk drawer in the Sergeants' office, and start with the top card.

b) Call and offer job vacancy. If the vacancy is for a full eight (8) hour shift, the person being called will have the option to accept either the first four (4) hours or the last four (4) hours of the shift, and the person calling will then only call for the other four (4) hours left. (Enter complete information on the card.) (Make a note on the Sergeants' desk calendar under the appropriate date.)

c) If the person accepts the job vacancy, mark the card, and place it on the bottom of the overtime cards.

d) If the person declines the vacancy, or is not at home, or has no answer, place the card on the bottom of the overtime cards.

e) If line is busy, a second attempt will be made to contact the busy line. If line is busy on the second try, card will go to the bottom.

f) If an answering machine, leave a message (stating the vacancy), and place the card on the bottom. If the person contacts you before the vacancy is filled, offer the vacancy and mark the card appropriately.

g) The overtime card will remain on top if:

1) The person is currently working the shift the overtime is called for.
2) The person is on vacation or compensatory time.
3) The person has already worked a double-shift.
4) If a female or male officer only is needed, the one that is not needed would remain in its original position.

(2) If overtime is generated by the need for an "acting Sergeant", and has been offered and refused by the supervisory staff, it will be offered to the Corrections staff.

a) If such generated overtime (vacant supervisory position) is refused by the corrections staff, and such refusal will result in a Corrections staff member being "forced", the said overtime will revert back to the supervisory staff members, causing a supervisory staff member to be forced.

b) If a Justice Center non-command employee voluntarily fills Sergeant overtime and a non-command person calls off for the same shift, the acting Sergeant is not affected and the non-command vacancy shall be filled with a non-command employee.

c) Corrections officers will not be "forced" to fill a clerical position for the purposes of visitation. If overtime is needed to fill a clerical position for the purpose of visitation, the overtime will be offered to clerical first, then to personnel who have been trained for this function. The "forcing" to fill a

clerical position will be filled by a clerical person or a bargaining unit member that has been trained for this function.

(3) The overtime cards will only be used if the known overtime will be four (4) hours or more. If it is less, the supervisor will ask for volunteers.

(4) Supervisors are only required to go through the overtime card list one time before forcing the overtime. (See Forced Overtime below.)

(5) If no corrections personnel who normally perform the duty accepts the overtime, then the overtime opportunity will be rotated among qualified supervisors before a corrections officer is forced.

(6) Forced Overtime: When it is necessary to force a staff member to work overtime, he will only be forced to work four (4) hours. [Example: If the overtime is for third shift, a second shift officer will be forced to work over four (4) hours, and a first shift officer will be forced to come in four (4) hours early.] An employee cannot be forced to stay over if he is not otherwise scheduled to work in the immediate 24 hours after his current shift.

Section 16.3.4 FILLING OVERTIME IN COMMUNICATIONS

If three (3) or more persons remain scheduled to work when someone is absent, there will be no overtime, except where one or more of those persons is an unreleased trainee. In no instance can a trainee work overtime. Released probationary dispatchers may work overtime, without restrictions.

A. FILLING UNFORESEEN OVERTIME

1) When a vacancy occurs on a shift that requires overtime, an on-duty dispatcher will first determine if the shift that requires overtime is adjacent or adjoining to a shift where an employee is scheduled to work eight consecutive hours rather than twelve consecutive hours due to the elimination of Earned Credit. The employee scheduled to work the eight hour shift on the day of the unforeseen overtime will first be offered the overtime shift if the shift is adjacent or adjoining to his or her eight hour shift. If this employee refused the overtime, the assigning dispatcher will then go through the Overtime Cards as set forth below.

2) When a vacancy occurs on a shift that requires overtime, the on-duty dispatcher will next refer to the Overtime Cards. The card on top is the first person to be considered for said overtime. If this person is not on leave, not already working the shift, or not already working sixteen consecutive hours,

attempt will be made to contact them. If more than one shift is available, they are to be offered everything available, and given their first choice.

3) The calling dispatcher shall fill out each card as it comes up, calling those applicable. Once filled out, the card is returned to the back of the pile. In EVERY case, up to and including the dispatcher who accepts the overtime, each card is placed to the back of the pile when it is filled out, in the same order, until the overtime is filled.

4) If the overtime available is an entire 12-hour shift, and someone has volunteered to work a portion of the shift, the calling dispatcher must go through the cars again, offering only the remaining portion of the shift that was not covered by the person who volunteered to work a portion of the shift. There is no requirement that the entire 12 hours must be offered to everyone before it can be given in 4 or 6 hour increments. 2 hour increments cannot be volunteered for unless it is the remaining portion of the shift that was not covered by the person(s) volunteering to work a portion of the shift (i.e., for an available 12 hour shift, if one person volunteers to work the first 4 hours and another person volunteers to work the next 6 hours, then the remaining 2 hours can be volunteered for and worked by a third person.)

5) If all of the above procedures have failed to cover the shift in question, the overtime will then proceed to Mandatory Overtime status. Refer to Assignment of Mandatory Overtime.

B. ASSIGNMENT OF ADVANCE NOTICE OVERTIME

1) Notice will be posted on the bulletin board of advance overtime available. Any dispatcher who wishes to be considered for any of the posted overtime must sign up for any shift they wish to work, designating their order of preference. The date the overtime will be assigned shall be posted on the notice, and "sign-up" must be completed prior to that date. All overtime shifts available that are to be passed out on the same date, must be on the same posted notice. Any failure to sign up will be considered a "refusal." (Exception: Persons who did not work at any time the duration of the posting.) Blank notices are located in the miscellaneous files drawer.

2) When assigning this type of overtime, the on-duty dispatcher will again refer to the Overtime Cards, however, NO PHONE CALLS WILL BE MADE AT THE TIME OF ASSIGNMENT, except to those persons who have not worked during the duration of the posting. This type of overtime will also be handled by phone if the overtime is in advance, but not far enough to facilitate posting POSTED OVERTIME SHALL REQUIRE A MINIMUM OF FOUR DAYS POSTED PRIOR TO ASSIGNMENT DATE.

3) When assigning advance notice overtime, persons on compensatory time, vacation, time off or sick leave on the date of assignment (or during the posted time), ARE ELIGIBLE for the advance overtime, if the available shift(s) is after their return to work. Contact all eligible persons (Phone or overtime sign-up sheet, whichever applicable.)

4) Due to the elimination of Earned Credit, employees will have one day in a work pay period where they will be scheduled to work eight consecutive hours rather than twelve consecutive hours. The employee scheduled to work the eight hour shift on the day of the posted overtime will first be offered the overtime shift if the shift is adjacent or adjoin to his or her eight hour shift. If this employee refuses the overtime, the assigning dispatcher will then go through the Overtime Cards, as set forth below.

4) The person whose card is on top of the overtime cards is, again, offered the overtime first. Assigning dispatcher will refer to the posted notice. The person will be given their first choice of everything available, their card so marked, and their card returned to the back of the pile. If the person is not assigned an overtime shift, for whatever reason, the card will still be returned to the back of the pile.

5) The person whose card is on top of the overtime cards is, again, offered the overtime first (after the eight hour employee is offered and then refuses the shift (per 4 above), if applicable). Assigning dispatcher will refer to the posted notice (and the work schedule, if necessary). The person will be given their first choice of everything available, their card so marked, and their card returned to the back of the pile. If the person is not assigned an overtime shift, for whatever reason, the card will still be returned to the back of the pile.

6) The assigning dispatcher will continue through the cards in this manner, until all posted overtime has been assigned. The assigning dispatcher could possibly go through the cards several times. EVERY CARD IS FILLED OUT EACH TIME IT IS PASSED. When a person's card comes up whose choices have already been taken, the card shall be marked refused, and moved to the back. (At that point, the shifts remaining uncovered are the shifts being offered. If a person has not signed up for any shift being offered, then they have "refused".) When a person's first choice has already been taken, the person will be given their next choice, etc., until the dates they have signed up for have been exhausted.

7) If any posted shifts remain unassigned after applying these standards procedures, the overtime procedures will then proceed to Mandatory Overtime status. Refer to Assignment of Mandatory Overtime.

C. ASSIGNMENT OF MANDATORY OVERTIME

1) To be considered Mandatory Overtime, it shall be determined by administration that the shift MUST be covered. Overtime will be offered to everyone following standard procedures before resorting to the mandatory "force" system.

2) Refer to the Mandatory overtime Cards. Mandatory Cards are gone through similarly to the regular Overtime Cards, except that no cards are moved to the back except the person's card who is ultimately forced to cover the shift in question. If there is more than one shift to be forced the first shift by date and time shall be forced, and they shall be assigned one at a time, no choices offered.

3) If the person whose card is up is working 12-hour shift adjacent or adjoining to the shift in question, they will be forced for the adjacent four hours to their shift. In that case, however many hours left to be covered is what is covered next.

4) If the person whose card is up is on a day off, they will be forced for no more than six hours. If a full 12-hour shift is vacant, they will be forced for six hours of it. (This does not eliminate the possibility of being forced for the other six hours the second time through the cards, if there are no other choices.) If there happens to be two hours left uncovered, they will be forced for the two hours, etc.

5) If a person is forced, regardless of the number of hours, there card will go to the back. "A force is a force is a force!"

6) Mandatory overtime cannot be refused.

7) Persons will not be forced to work on vacations, compensatory days, etc., unless the shift cannot be filled in any other way. T

8) At no time will a Deputy be sent to a dispatcher's residence in an attempt to contact them for overtime purposes.

Section 16.3.5 OVERTIME ON ROAD PATROL

The overtime procedure will be at the Road Patrol Lieutenant's discretion. When a forced overtime situation arises, the Sergeant on duty shall determine which Deputy shall work the overtime, not to exceed an additional six (6) hours.

Section 16.4 CALL-IN PAY

Call-in occurs when a supervisor specifically requests an employee return to work after completion of his regular schedule, but before he is scheduled to return to work. An employee must be off the premises of the employer and signaled off duty for this provision to apply.

When an employee is called in, he shall be paid at one and one-half (1½) times the member's regular rate for the time worked, but no less than two (2) hours for such call-in.

When the call-in hours are within two (2) hours of the normal starting time, the call will be for the actual hours worked (at one and one-half times the regular rate) but no less than one (1) hour.

Section 16.5 WORK-RELATED COURT APPEARANCE

For each appearance, while off duty, employees shall be paid at one and one-half (1½) times the regular hourly rate for the actual hours at court, but no less than two (2) hours for such appearance on a scheduled day off or more than one (1) hour prior to or after a scheduled shift, and no less than one hour if immediately prior to or after a shift on a scheduled work day.

The road patrol Sergeant shall have the discretion of granting time off if the court time is during sleeping hours. The employee may count the time used in getting ready for court and the travel to court as part of the court time.

Section 16.6 OVERTIME OPPORTUNITIES

(A) The Administration shall rotate overtime opportunities among qualified full-time employees who normally perform the work that is being assigned. (See Section 16.3 regarding the handling of overtime opportunities at the Justice Center and in the Communications Center.) Employees who show up for scheduled overtime shall receive one and one-half (1 ½) times their regular rate of pay for actual hours worked, but no less than two (2) hours for each show-up. Errors in the distribution of overtime opportunities shall be corrected at the next opportunity for overtime.

(B) If proper manpower cannot be obtained to fill the scheduled overtime detail, then the Administration may fill the remaining manpower requirement for the overtime detail by mandatory assignment of any officer available, excluding all those officers who are on days off and holiday.

(C) If, for any reason, overtime assignment and mandatory overtime assignment (above) have failed to fill the required overtime, then the Administration may fill the assignment of the scheduled overtime by the officers available who are on days off and then holiday, in that order.

Section 16.7 COMPENSATORY TIME BANK

Employees, in the corrections officers division may accumulate up to one hundred fifty (150) hours of compensatory time. Employees in the clerical, communications, and road patrol divisions may accumulate up to one hundred twenty (120) hours of compensatory time. Time will accumulate at the rate of one and one-half (1 ½) hours for each hour worked. Upon separation from service for any reason, members shall be paid at their current rate of pay for all accumulated hours of time.

When a member dies while in paid status in the County service, any unused compensatory time to his credit shall be paid in a lump sum to the surviving spouse or the estate of the deceased.

Exclusive to the Detective Bureau, effective January 1, 2000, eighty (80) hours of compensatory time will be awarded annually to off-set on-call status.

Up to sixty (60) hours of compensatory time may be cashed in each year with no more than thirty (30) hours cashed in with the second pay in March each year, and no more than (30) hours cashed in the first pay in September of each year.

Section 16.8 PYRAMIDING

There shall be no pyramiding of pay for the same hours worked.

Section 16.9 BREAKS AND LUNCH

Each employee shall receive two (2) fifteen-minute breaks, one (1) before lunch, and one (1) after lunch. In an emergency situation, employees on break may have to provide backup to other employees, and shall immediately return to duty.

Employees working 12-hour shifts shall receive three (3) fifteen-minute breaks. Each non Justice Center employee shall receive a one (1) hour paid lunch break,

Lunch breaks within the Justice Center will be determined by staffing and inmate population. When staffing is at minimum plus one and the inmate population is 155 or less, non-command staff are afforded the opportunity to take a 40 minute, off-site lunch break and Sergeants and Corporals will be afforded the opportunity for a one hour, off-site lunch break. All staff will abide by any and all policies and procedures as dictated by the Sheriff or his designee.

Lieutenants shall receive a one hour lunch break.

When inmate population is above 155 or the above specified staffing levels are not met, lunch breaks for Justice Center Staff (command and non-command) will consist of 30 minutes within the facility.

When conditions allow for off-site lunch breaks, staff who elect to not leave the facility will be afforded a free inmate meal upon request whereas those staff who physically leave the facility will

not. When conditions do not allow for off-site lunch breaks, all staff will continue to be afforded free inmate meals upon request.

The inmate population threshold as established above may be revised by the Sheriff should operational conditions (to include but not be limited to construction and/or renovation of the Justice Center) allow either an increase or decrease in the number.

In the Communications Center, when there are more than two (2) employees on duty, one may take a portable radio and leave the Center.

Section 16.10 SHIFT TRADES

Any qualified employee can trade shifts. Trades must be completed within a fourteen day period (provided the County Prosecutor states that this language does not violate FLSA) and preferably within a set pay period, but either can be extended with supervisor approval. The individual asking for the trade is ultimately responsible for covering the trade.

Section 16.11 ACTING SERGEANT/SUPERVISOR PAY

Employees who are assigned by the Shift Sergeant to work as Acting Sergeant shall be paid for each hour worked the difference between the employee's regular hourly rate of pay and the Sergeant's or Supervisor's hourly rate of pay. The assignment of Acting Sergeant is at the discretion of the Shift Sergeant or Lieutenant in absence of Shift Sergeant.

ARTICLE 17
WAGES

Section 17.1 PAY INCREASE 2012

Effective January 1, 2015, all bargaining units shall receive a three percent (3%) pay increase. Effective January 1, 2016 all bargaining units shall receive a two and one-half percent (2.5%) pay increase. If the Wood County Commissioners grant an across the board wage increase greater than two and one-half percent (2.5%) to any group of rank and file employees directly under the jurisdiction of the County Commissioners in 2016, all bargaining units at the Wood County Sheriff's Office shall receive the same wage increase. Employees covered by this agreement shall be paid in accordance with the schedule attached as Exhibit A.

Section 17.2 WAGE RE-OPENERS

The parties agree to participate in a re-opener, see Article 27, on the issue of wages to be paid to employees covered by this Agreement beginning January 1, 2017.

Section 17.3 REAPPOINTMENT

When an employee is re-appointed to a position in a class where he previously held permanent status, his rate of pay shall be in the rate in the range at which he was paid at the time of separation.

Section 17.4 RE-EMPLOYMENT

Whenever an employee is re-employed, his rate of pay shall be the rate in the range at which he was paid at the time of his separation.

Section 17.5 MILITARY LEAVE

Whenever an employee returns from military leave, he shall be restored in his former classification at the rate which corresponds to the rate he received at the time of his departure and, in addition, shall be granted any increases to which he would have been entitled had he not entered military service.

Section 17.6 ANNIVERSARY DATE

For purposes of computing pay, the date of hire shall become the Employee's anniversary date.

Section 17.7 COMMAND OFFICER LAW ENFORCEMENT FACTOR

All Command Deputy bargaining unit members shall receive on their twentieth (20th) year anniversary and again on their twenty-fifth (25th) year anniversary an additional stipend of five hundred dollars ($500.00) for any law enforcement experience in a uniform position.

ARTICLE 18
VACATION AND HOLIDAYS

Section 18.1 VACATION PAY

Vacation will be granted in accordance with the following schedule:

After 1 year	80 hours
After 8 years	120 hours
After 15 years	160 hours
After 20 years	200 hours
After 28 years	240 hours

Section 18.2 VACATION SCHEDULING

Vacation scheduling shall be arranged with the prior approval of the Sheriff or his designee. Insofar as practicable, the vacation time off shall be granted at the time most desired by each employee, with the order of preference being determined by the basis of seniority. Vacation shall be taken in a minimum of one (1) hour increments. Vacations will only be denied with just cause.

An employee who encounters sickness while on vacation can convert vacation to sick leave.

Military leave or extended sick leave shall not effect the granting of other employees vacations or compensatory time.

Vacation time shall be granted at the time most desired by each employee, with the order of preference being:

1) Office seniority prevails within each division from January 1 through April 15 for any vacation scheduled after April 15. Except for the Justice Center, where Office seniority prevails from January 1 through March 1 for any vacation scheduled after March 1.

2) Vacation requested AND scheduled between January 1 and April 15, inclusive, will be granted on a first come, first serve basis. Except for the Justice Center, where the dates will be January 1 through March 1, inclusive.

3) Vacation requested AND scheduled after April 15th is given on a first come, first serve basis. For the Justice Center, the date will be March 1st.

4) A request for forty (40) hours of vacation or compensatory time or any combination thereof will prevail over a request for less than forty (40) hours, if the request is made during the window period dates, regardless of when the vacation is scheduled. Any vacation approved under this section cannot be cancelled or modified without proof requiring the cancellation or modification, and with the approval of the Sheriff.

5) At least one person per shift will be permitted off at any time, with a minimum of forty-eight (48) hours notice required. A person may be off with less than forty-eight hours but such request will not be approved until two (2) hours prior to the shift and is subject to operational needs.

6) More than one person may be off on any shift as long as minimum staff is maintained, except for at the Justice Center. In the Justice Center, more than one person may be off on any shift as long as minimum staff plus one is maintained. The extra person can also be off if there is no sick call on the shift in question (cannot be approved until two (2) hours prior to the shift). Road Patrol officers making requests between January 1 and March 1 for scheduled time off during the year shall have their request granted subject to the seniority provisions of this section and so long as minimum staffing is maintained at the time of the request. A second road patrol officer making a request for scheduled time off after March 1 shall not be approved until seven (7) days prior to the requested day off. Such request may be denied if the granting of the second request will result in the Road Patrol division falling below minimum staffing.

7) The Sheriff agrees to approve or disapprove vacation requests in a timely manner.

8) Justice Center Sergeants will be counted toward minimum staffing and vacation scheduling will be pursuant to this section.

Section 18.3 HOLIDAYS

All covered employees shall be granted the following Holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	

If the President of the United States or the Governor of the State of Ohio declares an additional holiday that is approved by the Wood County Board of Commissioners, or if the Wood County Board of Commissioners independently declares any other holidays, the employees under this Agreement shall receive those holidays also.

Holidays will be observed on the actual Holiday, except for the clerical personnel who have Saturday and Sunday off.

Holiday time off shall be determined on the basis of Seniority.

Holiday pay for employees working twelve (12) hour shifts shall be for twelve (12) hours rather than eight (8).

Section 18.4 HOLIDAY PAY

Employees required to work a Holiday shall receive the holiday pay plus pay at one and one half (1 ½) times their normal rate of pay for that day, not to exceed their normally scheduled work hours/shift. Hours worked beyond the scheduled shift will be paid at one and one-half (1½) times the normal rate of pay. Holiday pay will be equal to the number of hours of the normal straight time scheduled shift.

Employees not required to work a Holiday shall receive holiday pay equal to the number of hours of the normal scheduled shift.

Employees will be considered as working the holiday only if the schedule shows they work the holiday, or if they work an overtime shift on a holiday. (Example: If the employee is scheduled 2200-0600 on December 24, the employee is working 8 hours on the 24th, not 2 hours on the 24th and 6 hours on the 25th.)

Section 18.5 Vacation Accruals Labor-Management Meeting

The Union and the Sheriff recognize that the current system of tracking accruals results in a one to two week lag between when an employee accrues vacation or compensatory time and when that time is available for the employees use. The Union also recognizes that the Sheriff is in the process of implementing new software to track hours worked and accruals based on hours worked that should help alleviate the need for this lag. Accordingly, the Sheriff and the Union agree to hold a labor-management meeting to meet and discuss this issue once the new time tracking software is in place so as to come to a mutually agreeable resolution to this problem.

ARTICLE 19
EQUIPMENT AND CLOTHING ALLOWANCE

Section 19.1 INITIAL ISSUE

The Sheriff shall furnish the basic uniform for all new employees required to wear uniforms, according to the schedule in Section 19.5, as soon as reasonably possible after the date of hire. If an employee voluntarily resigns within his first year of employment, the employee will reimburse the Sheriff fifty percent (50%) of the cost of any uniforms or equipment that was purchased new for that employee.

Section 19.2 ALLOWANCE

After completion of one (1) year's service, each covered employee shall receive $550.00 per year for uniform and equipment maintenance. The Sheriff will continue to provide body armor to the Road Patrol, Detectives, and Civil Division. The allowance shall be paid annually before the second pay period of February. In 2011, the allowance shall be $600 per year.

Section 19.3 PERSONAL PROPERTY

The Sheriff shall repair or replace eyeglasses, uniforms, and watches damaged in the line of duty, so long as the damage is not due to the employee's negligence. Such payment shall be at the discretion of the Sheriff and will not be unreasonably denied.

Section 19.4 RESPONSIBILITY

Employees who are furnished an allowance shall be responsible for replacement, repair, and maintenance of all uniforms listed in Section 19.5. The Sheriff reserves the right to see receipts for uniform and equipment purchases with just cause.

Section 19.5 CLOTHING

Item	Road/Civil/SRO	Corrections	Dispatch/Clerical
3 Winter Shirts	X	X	X
3 Summer Shirts	X	X	X

3 Trousers	X	X	X
1 Felt (winter) Hat	X	X	X
1 Straw (summer) Hat	X	X	X
Breast Badge	X	X	X
Hat Badge	X	X	
Winter Jacket w/ Liner	X	X	X
1 pair of Black Gloves	X		X
3 Gray Ties	X	X	X
2 Rain Covers for Hat	X	(1)	(1)
1 Rain Coat	X		
1 pair of Handcuffs	X	X	
1 Black Trouser Belt	X	X	X
1 Black Gun Belt	X		
1 Holster	X		
1 Handcuff case	X	X	
1 Shell Clip Holder	X		
1 Liquid Mace Holder	X		
1 Hat Strap	X	X	X
1 Whistle	X	X	
1 Whistle Chain	X	X	X
14 Buttons	X	X	X
1 set of Acorns for Hat	X	X	X
1 Name Bar	X	X	X
1 pair of Black Shoes or Boots	X	X	X
1 Bulletproof Vest	X		
1 Flashlight and Case		X	
1 Rubber Glove Pouch		X	

The following will apply for females who work in the Communication Center and general office staff:

If skirts are worn, the London Fog jacket will be appropriate. If trousers are worn, the chill chaser or winter jacket will be appropriate.

Section 19.6 CLEANING/MAINTENANCE

The Sheriff will pay for dry cleaning for two (2) shirts and two (2) trousers, or two (2) shirts and two (2) skirts per week per employee, and as needed for Patrol Division, at a cleaning establishment selected by the Sheriff. For employees not required to wear uniforms, the Sheriff will pay an equal

amount toward cleaning civilian clothes. Jackets will be cleaned at the end of each season, at the Sheriff's expense. Should additional clothing get dirty in the line of duty, it would be left to the discretion of the shift sergeant or another supervisor if these would get cleaned at the Sheriff's expense.

The Sheriff will also pay for uniform maintenance at an establishment selected by the Sheriff. Maintenance includes, but is not limited to, any and all repairs, alterations, and application of patches.

ARTICLE 20
HEALTH AND LIFE INSURANCE

Section 20.1 HEALTH INSURANCE

The Sheriff shall provide Health Insurance at the same coverage and the same rates as applied throughout the County per the County Health Plan.

Section 20.2 LIFE INSURANCE

The Sheriff will provide at no cost to the employee a $20,000 Life Insurance policy.

ARTICLE 21
EDUCATION BENEFIT

Employees who attain the following certification and/or degrees shall receive, upon proof of having obtained the same, a one-time stipend within thirty (30) days of submitting proof to the Sheriff of the certification and/or degrees:

Continuing Military Service or an Honorable Discharge	-	$100.00
Peace Officer Certification	-	$150.00
Associate's Degree	-	$100.00
Bachelor's Degree	-	$100.00

The stipend shall be rolled into the employee's base wage for purposes of determining any base pay increase for the year immediately succeeding the employee's receipt of the stipend. Where an employee presents proof of having attained more than one of the degrees or certification, he shall receive the stipend for each degree and/or certification attained.

ARTICLE 22
LEAVES

Section 22.1 WORKER'S COMPENSATION

Bargaining unit employees are covered by the Ohio Worker's Compensation plan. This plan provides benefits to an employee who suffers a job-related illness or injury. The program provides for

reasonable medical, surgical, and hospital services, as well as medication and equipment required for treatment of covered illnesses and injuries. Should the illness or injury cause the employee to miss more than seven (7) working days, compensation for lost wages, at the level prescribed by law, may be paid. (NOTE: The employee cannot receive compensation for lost wages from Worker's Compensation and County sick leave benefits at the same time.) There is also a death benefit payable to the beneficiaries of an employee whose death is a direct result of a job-related accident or illness. If an employee is put on transitional duty in accordance with the provisions of the Ohio Worker's Compensation plan, the employee shall not be offered transitional duty outside the Wood County Sheriff's Office facility unless the person's work restrictions or professional qualifications render them unable to work in any of the transitional duty positions identified at the Wood County Sheriff's Office.

County accident reports must be completed within 24 hours and filed with the immediate supervisor on all job-related accidents resulting in personal injury. Claims must be within two years of the date of injury.

Section 22.2 FAMILY MEDICAL LEAVE ACT

The parties shall comply with the County's FMLA Policy, if in conformance with Federal Law.

Section 22.3 SICK LEAVE

Bargaining unit employees earn sick leave at the rate of 4.60 hours for each 80 hours worked. Time worked is defined as all hours in an active pay status including, in addition to hours actually worked, all paid time on vacation, sick leave, compensatory time, and holidays. Sick leave is not earned during periods of unpaid leave of absence or layoff. Sick leave benefits may accrue to the employee without limit. Sick leave may be used, with approval of the Office head, for any of the following reasons:

1) Illness or injury of the employee or a member of his/her immediate family.

2) Death of member of the employee's immediate family – See Section 22.6 Funeral Leave

3) Medical, dental, or optical examination or treatment of the employee or a member of the employee's immediate family.

4) When, through exposure to a contagious disease, either the health of the employee would be jeopardized, or the employee's presence on the job would jeopardize the health of others.

5) Pregnancy and/or childbirth and related conditions. (a limit of five [5] days will be allowed for the care of the employee's wife and family during the post-natal period.)

As used above, immediate family includes: mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, step-child, step-mother, step-father, grand parent-in-law, legal guardian, or other person who stands in place of a parent (loco parentis).

If medical attention is necessary, an employee is required to submit, to the department head, a certificate from the physician indicating the need and length of time necessary to be excused from work for medical reasons.

If an employee is sick and unable to come to work, he/she is required to contact the department head or immediate supervisor within one (1) hour of the normal reporting time. For operations where replacement personnel must be called in, the employee must call in at least two (2) hours before the scheduled start time. Failure to do so may result in denial of sick leave pay and possible disciplinary action. Employees will attempt whenever possible to schedule medical appointments in such a manner that the appointments do not interfere with the employee's regular work schedule.

When the employee has an illness or injury that renders him/her unable to work after all sick leave rights have been exhausted, he/she may request a leave of absence or disability leave, in accordance with provisions of Ohio law. The employee may, upon return to health, return to active pay status at the same or similar position upon examination and certification by the physician that the employee is able to perform the duties of the position. The Sheriff reserves the right to send the employee to a physician of the Sheriff's choosing in which case the Sheriff will assume the cost for the examination.

Sick leave benefits may be used only for those purposes outlined above. Other uses are contrary to law, and may result in a denial of pay and/or disciplinary actions, including dismissal.

Section 22.4 PAYMENT FOR SICK LEAVE UPON RETIREMENT

All employees hired on or before the date of ratification of the 2012-2014 agreement shall be paid for accumulated sick leave upon retirement (through the Public Employees Retirement System), or upon separation after at least ten (10) years of service. These employees will receive fifty percent (50%) of accrued sick leave. The rate will be that in effect at the time of retirement or separation. All employees hired after the date of ratification of the 2012-2014 agreement shall be paid for accumulated sick leave time upon retirement per the County policy in effect at the time of retirement.

Section 22.5 SICK LEAVE INCENTIVE POLICY

Employees who do not utilize sick leave days shall receive additional compensation pursuant to the following schedule:

	ANNUAL PAYMENT	QUARTER PAYMENT
No Sick Days Taken	$300.00	$75.00
One Sick Day Taken	$250.00	$62.50
Two Sick Days Taken	$200.00	$50.00

Three Sick Days Taken	$150.00	$37.50

Payment shall be made annually during the Employee Recognition Ceremony held in December of each year, for the period December 1 through November 30. Each quarter will be considered separate when calculating compensation due. Payment shall be made through the regular manner allowed for compensatory pay, with all applicable taxes deducted. An employee must be employed on December 1 to be eligible for payment for the previous year.

Section 22.6 Misuse/Abuse of Sick Leave

Habitual or patterned use of sick leave or leave without pay not supported by competent medical evidence or other proof of necessity is prohibited. Misuse or abuse of sick leave includes but is not limited to:

a. Inappropriate use;
b. Consistent use before or after a holiday or vacation;
c. Consistent use before or after weekends or days off;
d. Calling off sick when time was denied;
e. Maintaining zero or near zero balance; and
f. Patterned use on one specific day of the week

Misuse or abuse of sick leave can result in both denial of pay for such use of sick leave as well as discipline up to and including termination. Substantiated sick leave abuse or misuse will result in a three (3) day suspension for the first offense. A second offense will result in a seven (7) day suspension. A third offense will result in termination. These occurrences can cover a two-year time period starting with January 1, 2015.

After five (5) uses of sick leave within a year (excluding FMLA and verified hospital admittance) a signed verification by a physician will be required in order to be paid for sick leave usage. In addition, the employer can require a signed verification by a physician if any of the provision listed in this section are met.

Employees will return to work after a medical appointment during work hours if instructed to do so by management. Employees will inform management of the time of any scheduled medical appointment in order to allow for proper staffing including the possible return to work that day by the employee. Every effort will be made by employees to schedule medical appointments so as to minimize disruption of their scheduled work hours.

Section 22.7 FUNERAL LEAVE

Employees are entitled to three (3) days with pay to attend a funeral for an immediate family member, as defined in this contract. In addition, employees may utilize up to two additional days of sick leave, if available, for additional time off to attend a funeral of an immediate family member is more than 250 miles away from the employee's home. An employee is entitled to one (1) day with

pay to attend the funeral of the employee's (as distinct from the employee's spouse's) aunt, uncle, niece or nephew.

Section 22.8 MILITARY LEAVE WITH PAY

Military Leave shall follow federal and state policy.

Section 22.9 COURT LEAVE

An employee who is summoned for jury duty or subpoenaed to appear before any court, commission, board, or other legally constituted body authorized by law to compel the attendance of witnesses, where the employee is not a party to the action, shall be granted court leave with full pay.

Any compensation or reimbursement for jury duty or court attendance compelled by subpoena, when such duty is performed during an employee's normal working hours, shall be remitted by the employee to the payroll officer for transmittal to the Treasurer of the County.

Any employee who is appearing before a court or other legally constituted body in a matter in which he/she is a party may be granted vacation time or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian of juveniles.

The employee is required to advise his/her Office head of the need for such time off as far in advance as possible.

Section 22.10 LEAVE OF ABSENCE

An employee may be permitted to take leave, without pay, for personal reasons, including health problems, pregnancy/childbirth, etc., for a period of up to six (6) months. Such requests must be presented to the Office head, and must have prior approval from the Sheriff. An employee does not accrue sick leave or vacation leave at this time.

Appropriate forms for leaves will be available from the Office head or personnel officer.

ARTICLE 23
SCHEDULES

Section 23.1 POSTING OF SCHEDULES

The employer agrees, for the duration of the Agreement, to post the departmental work schedule in each division of the Wood County Sheriff's Office. At no time shall this work schedule have less than a three (3) week advance listing of member's schedule within that particular division of the Sheriff's Office, except in emergency situations.

Section 23.2 CORRECTIONS COMMAND SCHEDULES & SHIFT BIDDING

(A) County will provide a list of positions available, denoting number of male and female positions available per shift. Shift bidding at the Justice Center will be offered once every year. Employees will bid by rank seniority for their preferred shift and short work day (eight hour day.) A bid for a position will close that position. Bid System does not include the Booking Corporal.

(B) Justice Center Sergeants will be placed on a twelve hour shift for 2012 only. As of January 13, 2013 Justice Center Sergeants will be placed on eight hour shifts.

Sergeants and Lieutenants shall assist with unforeseen or emergency transports on an as needed basis when there are no available extra non-command staffing and more than one command staff on duty. Command staff may be utilized for scheduled transports when one of the transport officers is scheduled off, no non-command staff are available, and more than one command staff is on duty. In this situation, if more than one command staff is not on duty, a non-command person shall be forced to fill the transport hours if no non-command volunteers for the overtime. Utilization of Lieutenants for transports will apply only when the Lieutenant working the shift does not have other scheduled obligations.

The booking Corporal and the Lieutenants shall also be offered Sergeant overtime once all Sergeants have declined it. This shall also place the Corporal and Lieutenants within the force rotation for Sergeant overtime.

The twelve (12) hour schedule for Sergeants will consist of three shifts: 0600-1800, 1200-0000, and 1800-0600. Lieutenants shall continue to work their respective shifts of 0700-1500 and 1500-2300. However, should a Lieutenant be forced, the Lieutenant shall have the option of choosing: to come in/stay over the hours between their shift and the respective Sergeant shift. If the Lieutenant does NOT elect to come in/stay over, the Sergeant/Acting Sergeant will be forced to stay/come in until the Lieutenant begins/ends his/her respective shift.

Sergeants shall continue to assist staff when needed with breaks, bookings releases, escorts, and any other duties when there are two Sergeants on duty.

With approval of the supervisor, trades can be made by the day, week, or month. Weekly or monthly trades shall be considered Schedule Changes. Single trades can be made within the same pay period, however, anyone reneging on a single trade day (with the exception of an extreme documented emergency) shall be barred from any further trading for six months. [After the bidding is completed, any shift (or partial shift) can decide to rotate days off, simply by trading monthly.] The Sheriff or designee shall be made aware of trades.

Section 23.3 DETECTIVE BUREAU WORK SCHEDULE

The Employer and the Union will determine the Detective Bureau's work schedule to what is deemed satisfactory for all parties involved.

Section 23.4 DEPARTMENTAL JOB POSTING

The County agrees to post all Departmental job openings and/or vacancies.

Whenever the Employer determines that a vacancy exists in a bargaining unit position, the Employer shall post a notice of such vacancy for a period of not less than seven (7) calendar days. The posting will include the minimum qualifications for the vacant position, and no employee shall be interviewed for the vacancy if he does not meet the minimum qualifications during the seven (7) day posting period. The Employer shall fill, as best as possible, the vacancy within ninety (90) days of posting unless the Employer and the Union agree to a longer period of time.

If the Sheriff chooses to utilize testing to evaluate potential candidates to fill the vacancy, a bargaining unit employee who chooses to take the test will have that score applied for all future vacancies and will not have to retake the test during his/her term of employment. Employee's may, if they so choose, take the test more than once if they wish to try and better their score.

Section 23.5 ROAD PATROL STAFFING AND SCHEDULE

The minimum staffing levels for the Road Patrol Division will be:

6A-6P, minimum staffing of four deputies (including Sergeants)
6P-6A, minimum staffing of four deputies (including Sergeants)

These levels are to be used as guidelines regarding the availability of vacation and compensatory time. Overtime is not to be used to maintain these levels unless unforeseen or extreme situations arise. When possible, the Lieutenant or Chief Deputy shall approve said overtime before it is granted.

The Sheriff reserves the right to adjust the level as needed.

Section 23.6 Corrections Labor Management Meeting

The Sheriff is currently in the process of renovating the Work Industries Building to provide additional inmate housing. The Sheriff and the Union agree to meet and discuss the effects this will have on correction officer staffing and to develop reasonable, workable solutions prior to the completion of this project.

ARTICLE 24
SPECIAL DUTY ASSIGNMENTS

Section 24.1 SPECIAL DUTY ASSIGNMENTS

Special duty assignments, including but not limited to the Dare / School Resource Officer, Domestic Violence Deputy, , and Narcotics Deputy are classified as Road Patrol Deputies but persons holding special duty assignments accrue seniority while in the assignment with the division from which the person was assigned to a special duty. Upon reassignment, whether voluntary or involuntary, the Deputy on special duty assignment will return to the last post assignment he or she held immediately prior to accepting the special duty assignment. The assignment to or from a special duty assignment is not subject to the grievance process in this Agreement.

A special duty assignment Deputy remains on the overtime list for road patrol, and if grants are available, the Deputy on special duty assignment may work the grants.

The Sheriff shall provide a vehicle and equipment (shotgun, camera, and other necessary items) for the any Deputy on special duty assignment, and such Deputy shall retain all previously issued equipment.

Special duty assignment Deputies will have the choice of being paid overtime or compensatory time for all hours over forty (40) hours, and may be assigned a permanent road patrol shift for the summer, not filling in for Deputies on vacation or having to work multiple shifts.

Section 24.2 ENVIRONMENTAL/LITTER CONTROL DEPUTY

The special duty assignment of Environmental/Litter Control Deputy will remain classified as a Correction Deputy and maintain correction duty seniority. Upon reassignment, whether voluntary or involuntary, the Deputy of special duty assignment will return to the last post assignment he or she held immediately prior to accepting the special duty assignment. The assignment to or from a special duty assignment is not subject to the grievance process in this Agreement.

The Environmental/Litter Control Deputy remains on the overtime list for the Wood County Justice Center.

The Sheriff shall provide a vehicle and necessary equipment to the Environmental/Litter Control Deputy while performing the necessary tasks of the position. Such Deputy shall retain all previously issued equipment.

The Environmental/Litter Control Deputy will have the choice of being paid overtime or compensatory time for all hours worked over forty (40) hours.

The Environmental/Litter Control Deputy, along with their other assigned duties, will also coordinate special event cleanups and also attends township/village trustee meetings and assists the Health Department in identifying problem areas throughout the County. The Deputy will be under the direction of the Sheriff following the rank structure starting with the Senior Justice Center Lieutenant, Justice Center Administrator, Chief Deputy, then the Sheriff.

ARTICLE 25
ZIPPER CLAUSE

The Sheriff shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by it pursuant to either O.R.C. §4117.08(C) or Article 4 (Management Rights) of this Agreement.

ARTICLE 26
USE OF VEHICLES

Any employee whose regularly assigned job duties include the assignment of a county vehicle must be able to respond in a timely manner to any job-related occurrence. The Sheriff retains discretion to determine what job assignments require or permit the assignment of a county vehicle, and any policy developed by the Sheriff regarding the assignment of county vehicles shall be fairly enforced as to all employees.

ARTICLE 27
REOPENER

The parties agree that either party may reopen negotiations by providing written notice to the other party of its request to do so, on the following Articles and/or Sections, between September 1 and October 1, 2016a, for terms and conditions to be effective during calendar year 2017 for Article 17

All rights and responsibilities of both parties under Ohio Revised Code Chapter 4117 shall be applicable to the re-opener, including impasse procedure provisions.

ARTICLE 28
DRUG AND ALCOHOL TESTING

Section 28.1 Drug and alcohol screening/testing shall be conducted upon: pre-promotional; "reasonable suspicion," which means that the Employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol, is involved in a vehicular accident while on duty, or randomly in common with all other employees of the Employer. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to third party. Any employee refusing to submit to the drug test or refusing to sign the drug test release and authorization will be subject to the disciplinary process of this Agreement.

Section 28.2. Alcohol testing shall be done to detect drivers operating a motor vehicle under the influence. A positive result of .04 shall be cause for the Employer to proceed with sanctions as set forth in this Article.

Section 28.3. All drug screening tests shall be conducted by medical laboratories certified by the Department of Health and Human Services (DHHS) or certified by DHHS recognized certification

program. Testing shall be conducted in a manner to ensure that an employee's legal drug use does not affect the drug test results. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be collected utilizing the split sample method of collection, following prescribed testing procedures.

Section 28.4.

A. All samples shall be tested for chemical adulteration, narcotics, cannabis, PCPI amphetamines, sedatives, MDMA and/or alcohol as follows:

DRUG	SCREENING TEST	CONFIRMATION
1. Amphetamines	500 ng/ml Amphetamine	250 ng/ml GC-MS
2. Barbiturates	300 ng/ml Barbiturate	200 ng/ml GC-MS
3. Benzodiazepines	150 ng/ml	100 ng/ml
4. Cocaine Metabolites	300 ng/ml	150 ng/ml
5. Marijuana Metabolites	50 ng/ml	15 ng/ml
6. Methadone	300 ng/ml	200 ng/ml
7. Opiates	2000 ng/ml	2000 ng/ml
8. Phencyclidine PCP	25 ng/ml	25 ng/ml
9. Propoxyphene	300 ng/ml	200 ng/ml
10. MDMA/MDA/MDEA	500 ng/ml	250 ng/ml

Alcohol - .04 of 1% or more by weight of blood alcohol or .04 of 1% or more by weight of blood alcohol per 200 liters of employee's breathe.

B. If a drug confirmation test is positive, the employee may, upon written request and at the employee's expense, have the split sample retested by a DHHS certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.

C. In the event the split sample test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.

D. In the event that the split sample test contradicts the result of the first test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed, and the employee will be reimbursed for the cost of the split sample test.

Section 28.5. Selection of employees for random testing shall be made on an anonymous basis by the testing laboratory using Employee identification numbers only. Random testing shall be administered at the Employer's expense and during the work hours of any selected Employee.

Section 28.6. If a positive result is produced after the required testing, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this Section shall be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel on drug and alcohol counseling. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave or any other paid leave for the period of the rehabilitation or detoxification program. If no such paid leave is available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and upon receiving satisfactory results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to the employee's former position. Such employee may be subject to periodic retesting upon the employee's return to work as provided for in Section 28.9. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits.

Section 28.7. If the employee refuses to undergo rehabilitation or detoxification, or if the employee tests positive during a retesting within one (1) year after the employee's return to work from such a program, the employee shall be subject to disciplinary action. The employee and the

OPBA shall be given a copy of the laboratory report of all specimens before any discipline is imposed.

Section 28.8. The costs of all drug screening tests and confirmative tests shall be borne by the Employer; except that any test initiated at the request of the employee, the cost of such test shall be at the employee's expense.

Section 28.9. The Employer may conduct four (4) tests of an employee during the one (1) year period after the employee has completed a rehabilitation/detoxification program as provided in this Article.

Section 28.10. The provisions of this Article shall not require Employer to offer a rehabilitation/detoxification program to any employee more than once.

ARTICLE 29

DURATION OF AGREEMENT

A. A. This Agreement shall be effective as of January 1, 2015, at 12:01 AM and shall remain in full force and effect until December 31, 2017, at 11:59 PM.

B. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations and shall meet to establish the bargaining guidelines within two (2) calendar weeks upon receiving notice of intent.

SIGNATURE PAGE

For the Employer:

For the Union:

Date: 02/11/2015

Date: 2/11/15

2016

10 YEARS	15 YEARS	20 YEARS	25 YEARS
$19.58	$19.77	$19.95	$20.16
$1,566.73	$1,581.94	$1,596.29	$1,613.19
$40,735.06	$41,130.33	$41,503.64	$41,942.84
$29.38	$29.66	$29.93	$30.25
$20.83	$21.05	$21.24	$21.47
$1,666.40	$1,684.13	$1,699.34	$1,717.92
$43,326.29	$43,787.44	$44,182.72	$44,665.83
$31.24	$31.58	$31.86	$32.21
$23.24	$23.43	$23.66	$23.90
$1,874.17	$1,874.17	$1,892.75	$1,912.17
$48,728.35	$48,728.35	$49,211.46	$49,716.53
$35.14	$35.14	$35.49	$35.85

10 YEARS	15 YEARS	20 YEARS	25 YEARS
$23.43	$23.65	$23.89	$24.12
$1,874.17	$1,891.90	$1,911.33	$1,929.91
$48,728.35	$49,189.50	$49,694.57	$50,177.69
$35.14	$35.47	$35.84	$36.19
$25.50	$25.73	$26.00	$26.28
$2,039.71	$2,058.29	$2,080.25	$2,102.21
$53,032.43	$53,515.55	$54,086.49	$54,657.44
$38.24	$38.59	$39.00	$39.42
$27.77	$28.04	$28.36	$28.60
$2,221.30	$2,243.26	$2,268.60	$2,288.02
$57,753.75	$58,324.70	$58,983.49	$59,488.56
$41.65	$42.06	$42.54	$42.90
$30.95	$31.24	$31.56	$31.87
$2,476.37	$2,499.17	$2,524.51	$2,549.85
$64,385.55	$64,978.46	$65,637.24	$66,296.03
$46.43	$46.86	$47.33	$47.81

2016

	START	4 MONTHS	8 MONTHS	1 YEAR	2 YEARS	5 YEARS
CLERICAL I/DISPATCHER I						
HOURLY	$16.50	$17.34	$18.17	$18.97	$19.19	$19.39
BI-WEEKLY	$1,320.11	$1,386.83	$1,453.56	$1,517.75	$1,535.48	$1,551.53
YEARLY	$34,322.85	$36,057.66	$37,792.47	$39,461.40	$39,922.55	$40,339.79
OVERTIME	$24.75	$26.00	$27.25	$28.46	$28.79	$29.09
CLERICAL II/DISPATCHER II						
HOURLY	$20.45					$20.59
BI-WEEKLY	$1,635.99					$1,646.97
YEARLY	$42,535.75					$42,821.22
OVERTIME	$30.67					$30.88
CLERICAL III/DISPATCHER III						
HOURLY	$22.73					$22.99
BI-WEEKLY	$1,818.42					$1,839.54
YEARLY	$47,279.02					$47,828.01
OVERTIME	$34.10					$34.49

	START	6 MONTHS	9 MONTHS	1 YEAR	5 YEARS
CORRECTIONS/ROAD PATROL					
HOURLY	$17.61	$18.62	$20.57	$22.99	$23.23
BI-WEEKLY	$1,408.79	$1,489.87	$1,645.28	$1,839.54	$1,858.12
YEARLY	$36,628.61	$38,736.73	$42,777.30	$47,828.01	$48,311.12
OVERTIME	$26.41	$27.94	$30.85	$34.49	$34.84
CORPORAL					
HOURLY	$24.97				$25.23
BI-WEEKLY	$1,997.48				$2,018.59
YEARLY	$51,934.45				$52,483.44
OVERTIME	$37.45				$37.85
SERGEANT					
HOURLY	$27.21				$27.52
BI-WEEKLY	$2,176.53				$2,201.87
YEARLY	$56,589.89				$57,248.68
OVERTIME	$40.81				$41.29
LIETUENANT					
HOURLY	$30.32				$30.65
BI-WEEKLY	$2,425.69				$2,451.87
YEARLY	$63,067.97				$63,748.72
OVERTIME	$45.48				$45.97

2015

10 YEARS	15 YEARS	20 YEARS	25 YEARS
$19.11	$19.29	$19.47	$19.67
$1,528.52	$1,543.35	$1,557.36	$1,573.84
$39,741.52	$40,127.15	$40,491.36	$40,919.84
$28.66	$28.94	$29.20	$29.51
$20.32	$20.54	$20.72	$20.95
$1,625.75	$1,643.06	$1,657.89	$1,676.02
$42,269.55	$42,719.46	$43,105.09	$43,576.42
$30.48	$30.81	$31.09	$31.43
$22.67	$22.86	$23.08	$23.32
$1,828.46	$1,828.46	$1,846.58	$1,865.54
$47,539.86	$47,539.86	$48,011.18	$48,503.94
$34.28	$34.28	$34.62	$34.98

10 YEARS	15 YEARS	20 YEARS	25 YEARS
$22.86	$23.07	$23.31	$23.54
$1,828.46	$1,845.76	$1,864.71	$1,882.84
$47,539.86	$47,989.76	$48,482.51	$48,953.84
$34.28	$34.61	$34.96	$35.30
$24.88	$25.10	$25.37	$25.64
$1,989.96	$2,008.09	$2,029.51	$2,050.94
$51,738.96	$52,210.29	$52,767.31	$53,324.34
$37.31	$37.65	$38.05	$38.46
$27.09	$27.36	$27.67	$27.90
$2,167.12	$2,188.54	$2,213.26	$2,232.22
$56,345.12	$56,902.14	$57,544.86	$58,037.62
$40.63	$41.04	$41.50	$41.85
$30.20	$30.48	$30.79	$31.10
$2,415.97	$2,438.22	$2,462.94	$2,487.66
$62,815.17	$63,393.62	$64,036.34	$64,679.06
$45.30	$45.72	$46.18	$46.64

2015

	START	4 MONTHS	8 MONTHS	1 YEAR	2 YEARS	5 YEARS
CLERICAL I/DISPATCHER I						
HOURLY	$16.10	$16.91	$17.73	$18.51	$18.73	$18.92
BI-WEEKLY	$1,287.91	$1,353.01	$1,418.10	$1,480.73	$1,498.03	$1,513.69
YEARLY	$33,485.71	$35,178.21	$36,870.70	$38,498.93	$38,948.83	$39,355.89
OVERTIME	$24.15	$25.37	$26.59	$27.76	$28.09	$28.38
CLERICAL II/DISPATCHER II						
HOURLY	$19.95					$20.09
BI-WEEKLY	$1,596.09					$1,606.80
YEARLY	$41,498.29					$41,776.80
OVERTIME	$29.93					$30.13
CLERICAL III/DISPATCHER III						
HOURLY	$22.18					$22.43
BI-WEEKLY	$1,774.07					$1,794.67
YEARLY	$46,125.87					$46,661.47
OVERTIME	$33.26					$33.65

	START	6 MONTHS	9 MONTHS	1 YEAR		5 YEARS
CORRECTIONS/ROAD PATROL						
HOURLY	$17.18	$18.17	$20.06	$22.43		$22.66
BI-WEEKLY	$1,374.43	$1,453.54	$1,605.15	$1,794.67		$1,812.80
YEARLY	$35,735.23	$37,791.94	$41,733.95	$46,661.47		$47,132.80
OVERTIME	$25.77	$27.25	$30.10	$33.65		$33.99
CORPORAL						
HOURLY	$24.36					$24.62
BI-WEEKLY	$1,948.76					$1,969.36
YEARLY	$50,667.76					$51,203.36
OVERTIME	$36.54					$36.93
SERGEANT						
HOURLY	$26.54					$26.85
BI-WEEKLY	$2,123.45					$2,148.17
YEARLY	$55,209.65					$55,852.37
OVERTIME	$39.81					$40.28
LIETUENANT						
HOURLY	$29.58					$29.90
BI-WEEKLY	$2,366.53					$2,392.07
YEARLY	$61,529.73					$62,193.87
OVERTIME	$44.37					$44.85