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**AGREEMENT**

**Between**

**THE PUTNAM COUNTY SHERIFF'S OFFICE**

**and**

**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**

**2015-MED-10-1110**

**Bargaining Unit One (Communications Officers)**

**Effective: January 1, 2016 through December 31, 2018**

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## PREAMBLE

This Agreement, which sets forth the agreements between the Putnam County Sheriff's Office, hereinafter referred to as "Employer," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as "Union," which represents employees of the Putnam County Sheriff's Office, as specified herein, has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code, and to set forth the full and complete agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein and specified in Article 1 (Recognition).

## ARTICLE 1 RECOGNITION

- A. The Putnam County Sheriff's Office, hereinafter referred to as "Employer," recognizes the Ohio Patrolmen's Benevolent Association, hereinafter referred to as "Union," as the sole and exclusive bargaining agent for the bargaining unit described below, and as set forth in the Certifications issued by the Ohio State Employment Relations Board in Case numbered 09-REP-09-0104.

### Bargaining Unit One

Included: All full-time employees of the Putnam County Sheriff's Office in the classification of Communications Officers.

Excluded: Sheriff, Road Patrol Deputies, Corrections Officers, Road Patrol and Correction Sergeants, part-time employees, auxiliary and Special personnel, and all other employees, including members of the organized militia while on active duty, confidential employees, management-level employees, fiduciary employees, students, and seasonal and casual employees as defined by Ohio Revised Code Chapter 4117.01.

## ARTICLE 2 UNION REPRESENTATION

- A. Representative(s) of the Union shall be admitted to the Employer's facilities for the purpose of processing grievances, conducting vote/elections or attending meetings as permitted therein. (Employees shall have the right to have a closed ballot box in the communications area when conducting a vote or election).
- B. The Employer shall recognize the employee(s) designated by the Union to act as a Union director for the purpose of representation as outlined under this Agreement.
- C. The Union shall provide to the Employer an official written roster of its local officers and the local Union director which is to be kept current at all times, and shall include the

following: (1) name; (2) home address and home telephone; (3) Immediate Supervisor; and (4) Union office held. No one shall be permitted to function as a Union representative until the Union has presented the Sheriff with written notice of that person's selection.

- D. The investigation and writing of grievances shall be on non-duty time. If grievance hearings are scheduled during an employee's scheduled working hours, the employee shall not suffer any loss of pay while attending the hearing, but time so spent in any grievance hearing shall not count as hours worked for overtime calculation purposes. Employees are required to respond to emergencies that may arise during such hearings.
- E. Rules governing the activity of Union Representatives are:
1. The Union agrees that no official of the Union, employees, or non-employees, shall interfere with, interrupt, or disrupt the work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically permitted by the Sheriff in advance.
  2. The Union shall not conduct Union activities in any work area(s) without first notifying the Sheriff of the nature of the Union activity and obtaining the permission of the Sheriff to conduct such activities at the time requested in such work area(s).
  3. The Union agrees that time spent by employees in any Labor/Management Meeting or negotiation session during regular working hours shall be considered as hours worked, but such hours will not be counted in calculating an employee's entitlement to overtime compensation, during the pay period in which the meeting was held. Time spent by employees in said meetings or sessions during non-working hours shall not be considered as hours worked and therefore, not paid for such.

### **ARTICLE 3** **MANAGEMENT RIGHTS**

- A. It is understood and agreed that the Employer has the sole right and authority to administer the business of the Office and to direct its operations and its employees in all aspects, including, but not limited to, all rights and authority exercised by the Employer prior to the execution of this Agreement. The parties further recognize that the Employer has, and will retain, the full right, authority, and responsibility to promulgate rules and regulations and to otherwise exercise the prerogatives of management. The Union also recognizes and accepts the right and authority of the Employer to determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion or policy such as the Employer's rights to:
1. Determine the Office functions and programs;
  2. Determine the standards of service to be delivered;

3. Determine the overall budget;
  4. Determine how technology may be utilized to improve the Office operations;
  5. Determine the Office organizational structure;
  6. Direct, supervise, evaluate, or hire employees;
  7. Maintain and improve the efficiency and effectiveness of the Office operations;
  8. Determine the overall methods, process, means, or personnel by which the Office operations are to be conducted;
  9. Suspend, discipline, demote or discharge for just cause, layoff, transfer, assign, schedule, promote, or retain employees;
  10. Schedule and assign overtime and determine the amount thereof required or to be permitted;
  11. Introduce new or improved methods, equipment, or facilities;
  12. Determine if and when job vacancies exist, when, or if, a vacancy is to be filled, the duties to be included in all job classifications and positions, and the standards of quality and performance to be maintained;
  13. Determine the adequacy of the work force;
  14. Determine the overall mission of the Office as a unit of government;
  15. Effectively manage the work force;
  16. Take actions necessary to carry out the mission of the Office as a government unit;
  17. Contract out for goods and services; and
  18. Require employees to meet physical, educational, and other standards in accordance with statutory, judicial, or regulatory requirements.
- B. The Union recognizes and accepts that all rights, authority, and responsibilities of the Employer not specifically modified by this Agreement shall remain the exclusive function of the Employer.

**ARTICLE 4**  
**WORK RULES**

- A. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees, and the conduct of the Employer's operations, services, programs, and business.
- B. It is the Employer's intention that work rules, policies and directives should be interpreted and applied uniformly under similar circumstances within the group or groups of employees to whom such rules, policies and directives are directed. Rules adopted by the Employer shall not be applied in violation of the express terms of this Agreement.
- C. The Employer may in an emergency situation implement a work rule, policy or procedure to rectify a situation. However, upon request of the Union the Employer agrees to meet and confer with the Union regarding those implemented work rules, policies or procedures.
- D. The Employer agrees to provide the local Union representative with a copy of newly proposed work rules, policies, or procedures, or revisions to existing work rules policies and procedures that could affect the working conditions of employees. The Union may request to meet and discuss the proposed rule or policy changes within seven (7) calendar days of receipt by the local Union representative. If the Union does not respond within seven (7) calendar days, the Employer may assume that the Union does not wish to meet and discuss the proposed rule changes.

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

- E. Should the Employer establish any work rule which is in conflict with any term of this Agreement, the Union may challenge that matter through the Grievance Procedure, but such grievance shall be initiated at Step 2.

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

- A. Neither the Employer nor the Union shall interfere with, restrain, or coerce employees because of membership or non-membership in or legal activity on behalf of the Union. The Employer and the Union will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employee covered by this Agreement because of membership in or legal activity on behalf of the Union or against any employee who is not a member of the Union.
- B. Any alleged denial of the aforesaid opportunities in violation of this Article shall be submitted to the grievance procedure.
- C. "Employee(s)" means both sexes, and whenever the male gender is used, it includes both male and female employees.
- D. The Employer and the Union agree not to unlawfully discriminate against any bargaining unit employee with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, disability/handicap, ancestry, genetics, veteran's or military status of any person.

**ARTICLE 6**  
**NO STRIKE**

- A. It is understood and agreed that the services performed by the employees are essential to the public health, safety, and welfare. Therefore, the Union and the bargaining unit members covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, sympathize, support, or participate in any strike, slowdown, stay-in, or other curtailment or restriction of, or interference with the Office operations or the work in or about the Employer's premises or any other job site, nor will the Union or any bargaining unit members honor at any place and at any time, any other picket line or strike activity. The Union, its affiliates and members shall promptly take all possible actions to prevent and to end any such actions by employees or by any persons affecting the work of such employees.
- B. The Employer also agrees that it will not lockout its employees, unless those employees shall have violated the provisions of this Article.
- C. Any bargaining unit members engaging in any of the activities described in Section A above, shall be subject to disciplinary action by the Employer which can be, but is not limited to, their discharge, and only the question of whether or not the employee did in fact participate in or promote such activity shall be subject to appeal through the Grievance Procedure contained elsewhere in this Agreement.
- D. Nothing herein shall restrict any statutory rights of the Employer to act in regard to an illegal strike by its employees or any illegal strike or activity engaged in by persons not covered by this Agreement.

**ARTICLE 7**  
**LABOR/MANAGEMENT MEETINGS**

- A. Meetings. In the interest of sound labor-management relations, a joint committee shall convene upon notice by either party, on a mutually agreeable date and time. The purpose of such meetings shall be to discuss subjects of mutual concern. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect and the solution of common problems.
- B. An agenda will be furnished at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting, and the names of those OPBA representatives who will be attending. The purpose of such meeting shall be to:
1. Discuss the administration of this Agreement;
  2. Notify the OPBA of changes made by the Employer which affect bargaining unit employees;
  3. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to in advance by the parties;
  4. Disseminate general information of interest to the parties;
  5. Discuss ways to increase productivity and improve efficiency; and
  6. Consider and discuss safety matters relating to employees.
- C. Labor relations meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

**ARTICLE 8**  
**SEVERABILITY**

- A. This Agreement supersedes and replaces all pertinent statutes, rules and regulations that the parties have authority to supersede and replace through the collective bargaining process. Where this Agreement is silent, pertinent statutes, rules, and regulations will prevail. If any tribunal or court of competent jurisdiction finds any provision of this Agreement to be invalid, unlawful, or unenforceable, such provision shall be of no further force and effect, but the remainder of this Agreement shall remain in full force and effect.
- B. No section of the civil service laws contained in Ohio Revised Code Section 124.01 through 124.56, Section 9.44, and Section 325.19 shall apply to employees, and it is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall not have authority or jurisdiction regarding employees, except as prohibited by Ohio Revised Code Section 4117.08(B).

- C. The parties agree that should any provision of this Agreement be found so invalid, unlawful, or unenforceable, they will meet at a mutually agreeable place and time within thirty (30) consecutive calendar days following the date of such finding to discuss alternative language on the same subject matter.

**ARTICLE 9**  
**WAIVER IN CASE OF EMERGENCY**

- A. In cases of emergency declared by the President of the United States, the Governor of the State, the Sheriff, the Board, the State General Assembly, or the Congress, such as acts of God, extreme weather conditions, civil disorder, or other situations that cannot readily be foreseen, the following conditions of this Agreement may be temporarily suspended by the Employer:
  - 1. Time limits for the Employer's responses to grievances; and
  - 2. Work rules, agreements, and/or practices relating to the assignment of employees.
- B. Any valid grievance that exists at the termination of the emergency shall be processed in accordance with the provisions outlined in the grievance procedure contained elsewhere in this Agreement, and such grievance shall proceed from the point in the grievance procedure to which it (the grievance) had properly progressed prior to the emergency.

**ARTICLE 10**  
**PERSONNEL FILES**

- A. There shall be one (1) official personnel file maintained for each employee, and every employee shall be allowed to review his personnel file at any reasonable time during normal business hours upon written request to the Sheriff, and in the presence of the Sheriff or the Sheriff's designee. Documents in an employee's file shall be made available to the employee for copying on the same basis as the Employer's records are made available to the general public for copying.
- B. The Employer will not release personnel file records to persons, agencies, or entities outside the Sheriff's Office other than its representatives unless such other persons, agencies, or entities have a right of access pursuant to state or federal law, regulation, judicial decision, or court order. Nothing contained in this Agreement shall require the Employer to violate the provisions of the Ohio Public Records Act (Ohio Revised Code Chapter 149).
- C. If, upon examining his personnel file, any employee believes that there are inaccuracies in documents contained therein, he may write a brief memorandum consisting of one (1) page or less to the Sheriff explaining any alleged inaccuracy. After the Sheriff has dated and initialed the memorandum for the sole purpose of acknowledging receipt, the memorandum shall be placed in the personnel file and attached to the documents containing the alleged inaccuracy. Signature by the Sheriff does not indicate that the Sheriff concurs or disagrees with the employee's memorandum. Before inserting the

memorandum in the employee's personnel file, the Sheriff shall have the unrestricted right to delete any scandalous, scurrilous, or derogatory comments or remarks pertaining to any person, regardless of whether the person referred to is a member of a bargaining unit or not.

D. Removal of Discipline Records

1. If twelve (12) months have passed following the date of issuance of a verbal or written warning, and no intervening discipline has occurred, such records shall cease to have force and effect or be considered in any future discipline matters. The employee may request such records be removed from his personnel file.
2. If thirty-six (36) months have passed following the date of the issuance of a suspension or demotion and no intervening discipline has occurred such records cease to have force and effect or be considered in future discipline matters. The employee may request such records be removed from his personnel file.
3. Any disciplinary actions involving drunkenness; loss of driving privileges due to driving while under the influence of alcohol, drugs, or narcotics; thievery; use, sale, distribution, sale or possession of illegal drugs or narcotics; insubordination arising from the refusal of a direct order; a finding of discourteous treatment of the public pursuant to internal review procedures; physical violence; and violations of the use of force policy will remain in full force and effect for the duration of the employee's employment.

- E. If a public records request is made for a bargaining unit employee's personnel file, the bargaining unit employee will be notified that a request was made and what information was provided. If the bargaining unit employee requests it, a copy of the public records that were provided will also be provided to them.

**ARTICLE 11**  
**BULLETIN BOARDS**

- A. The Employer will permit the Union to install one (1) bulletin board (not to exceed twenty-four (24) inches by eighteen (18) inches in size) within the Putnam County Sheriff's Office and in the communications room or another area agreed to by the parties. However, this bulletin board will not be located so as to be readily visible by or accessible to members of the general public.
- B. All Union material of any kind posted on this bulletin board, pursuant to this Article, shall be signed, posted, or removed (except as otherwise provided herein) by a Union representative.
- C. No Union-related material of any kind may be posted anywhere in the Employer's facilities, on the Employer's premises, or on the Employer's equipment, apparatus, or property, except on the Union bulletin board.

- D. The Sheriff, or his designee, without interference from the Union, shall have the right to remove any material posted on the Union bulletin board in violation of this Article or any other provision of this Agreement.
- E. Every item posted on the Union bulletin board shall be initialed by the person who posted the item, dated to indicate the actual date of posting, and removed not later than forty-five (45) consecutive calendar days following the date of posting.
- F. Union notices and material relating to the following matters may be posted on the Union bulletin board:
  - 1. Union recreational and social affairs;
  - 2. Notice of Union meetings;
  - 3. Union appointments;
  - 4. Notice of Union elections;
  - 5. Results of Union elections;
  - 6. Reports of non-political standing committees and independent, non-political arms of the Union;
  - 7. Non-political publications, rulings, or policies of the Union.
- G. All other notices and material of any kind not specified in paragraphs 1 through 7 of Section G above must be given prior approval by the Sheriff, or his designee, before being posted.
- H. No material may be posted on the Union bulletin board if it contains any of the following:
  - 1. Personal attacks upon any employee;
  - 2. Scandalous, scurrilous, or derogatory comments or remarks about, or upon, the Sheriff, the Office, or any person employed by the Employer;
  - 3. Any comment, statement, or publication regarding any candidate for public office or any political issue.

**ARTICLE 12**  
**RESIDENCY**

- A. Employees shall be permitted and required to maintain their principal residence within Putnam County or a contiguous county to Putnam.

- B. A newly hired employee who does not maintain his principal residence within the County or a contiguous county to Putnam at the time his employment commences, must, as a condition of his employment, establish his principal residence within the County or a contiguous county to Putnam within one hundred eighty (180) consecutive calendar days immediately following the date upon which his employment commences. If such employee fails to establish such residence within the County or a contiguous county to Putnam in accordance with this Section C, the employee shall forfeit his position, and he shall be deemed to have resigned from his employment with the Employer.

**ARTICLE 13**  
**PROBATIONARY PERIODS**

- A. Every newly hired employee will be required to successfully complete a probationary period, which shall begin on the first day for which the employee received compensation from the Employer. The length of this new-hire probationary period shall be in accordance with the following schedule based on the employee’s classification status as a full-time employee:

<b><u>Classification</u></b>	<b><u>Length of New Hire Probationary Period</u></b>
Communications Officer	One (1) Year

Full-time employees who previously worked as a part-time employee will have credited time worked as a part-time employee during the twelve (12) months prior to appointment as a full-time employee to a maximum of one thousand forty (1,040) hours.

A newly hired probationary employee may be terminated at any time during his probationary period and shall have no appeal over such removal.

- B. Whenever there has been a grievance, administrative, or court action filed challenging the validity of any filling of a position from one (1) bargaining unit into another bargaining unit, the incumbent employee may be laid off, returned to his former position or offered another position if the selection is invalidated.

**ARTICLE 14**  
**PERFORMANCE EVALUATIONS**

- A. Each employee will be evaluated annually by his Immediate Supervisor. Special evaluations may be made if authorized by the Sheriff. Unless separated from service prior thereto, newly-hired employees shall be evaluated between the one hundred seventy-fifth (175<sup>th</sup>) and the one hundred eighty-fifth (185<sup>th</sup>) day of their probationary period, and they shall also be evaluated not later than the three hundred fifty-fifth (355<sup>th</sup>) day of their probationary period. Unless removed prior thereto, promoted employees shall be evaluated not later than eightieth (80<sup>th</sup>) day of their probationary period.

- B. All performance evaluations shall be written. The supervisor will submit and review the evaluation with the divisional 911 Coordinator. After the initial review of the evaluation, the 911 Coordinator will meet with the employee to discuss the evaluation. The employees shall be given copies thereof. The employee must sign and date the written performance evaluation; however, such signing only acknowledges receipt of the evaluation by the employee and is not to be construed as agreement by the employee with the contents of the evaluation. The 911 Coordinator shall discuss the evaluation with the employee and shall counsel the employee regarding any improvement in performance, or conduct which appears desirable or necessary and submit said performance evaluation to the Sheriff or his designee to be placed in the employee's personnel file. In the event an employee is called in for an evaluation or review outside his/her normal work hours, that employee shall be paid accordingly.
- C. If an employee is dissatisfied with his performance evaluation and wishes to have the Sheriff review it, the employee must, within fourteen (14) consecutive calendar days after his receipt of the evaluation, submit his brief (one (1) page or less) written request to the Sheriff for such review. The Sheriff will then review the evaluation with the employee within fourteen (14) consecutive calendar days after the Sheriff receives the employee's written request for review.

#### **ARTICLE 15** **SEVERANCE PAY**

- A. Upon disability or service retirement, under the Public Employees' Retirement System, or upon separation from active service with the County, an employee hired on or before December 31, 2003, having five (5) or more years of continuous service with the County, shall, in accordance with this Article, be entitled to payment of accrued, but unused Sick Leave. Payment for such unused Sick Leave on this basis shall eliminate all Sick Leave credit accrued, but unused, by the employee at the time payment is made. Such payment shall be made only once to any employee. The amount of such payment shall be limited to a maximum of one hundred twenty (120) days (nine hundred sixty (960) hours), payable at the employee's rate of pay in effect upon the effective date of his retirement or separation. For purposes of this Article, the word "separation" shall encompass and apply only to those employees who leave their employment with the Office due to their election or appointment to public office. The employee must submit a written request for payment for such accrued Sick Leave, along with proof of retirement (the employee's first retirement check to constitute such proof) or written certification of election or appointment to public office.

Upon Retirement from active service with the county under OPERS, an employee who is employed by the county after December 31, 2003, and who has ten (10) or more years of service with the state, political subdivision, or any combination thereof, shall at the time of separation be paid in cash for one-fourth (¼) the value of the employee's accrued but unused sick leave credit. The maximum aggregate payment to the employee shall not exceed the value of thirty (30) days of accrued but unused sick leave. The payment shall be based on the employee's rate of pay at the time of retirement. The above payments will be made sixty (60) days after the date of retirement.

Upon an employee's death, he shall be deemed to have separated from service with the Employer as of the date of the employees' death, and the employee's beneficiary shall be eligible for that sick leave payment to which the employee would have been entitled upon retirement or separation, as provided in this Section A. Such payment shall be made in accordance with ORC 2113.04, or be paid to the deceased employee's estate.

- B. Upon separation from employment, an eligible employee shall be entitled to payment for accrued, but unused, vacation leave (not more than three (3) years) or compensatory leave to his credit as of the effective date of his separation. Such payment will be made to the employee not later than forty-five (45) consecutive calendar days following the effective date of his separation. For purposes of this Section B, the word "separation" shall mean cessation of the employee's employment with the Employer, regardless of the cause therefore. In determining the dollar amount of compensation to which the employee is entitled due to his compensatory leave credit, the employee shall only be entitled to payment, at the employees rate of pay for which the compensatory time was earned.
- C. Upon separation from employment, an employee shall receive payment for all hours actually worked, but for which the employee has not been paid, through the effective date and time of his separation. For purposes of the Section C, the word "separation" shall mean cessation of the employee's employment with the Employer, regardless of the cause therefore. Such payment shall be made at the time paychecks are next distributed following the effective date of the employee's separation.

**ARTICLE 16**  
**PAY PERIODS**

- A. There are normally twenty-six (26) pay periods per year.
- B. Employees will be paid every other Friday for the two (2) week pay period immediately preceding the payday.
- C. The bi-weekly payroll period for employees shall begin with the first work shift, the majority of which occurs on Saturday, and the pay period shall close at the end of the work shift on Friday night.
- D. If a holiday is observed on a Friday that is designated as a pay day, pay checks will be issued on the preceding Thursday, except under extenuating circumstances, in which case pay checks will be issued as soon as they are available according to the auditor's pay schedule.

**ARTICLE 17**  
**WORKERS' COMPENSATION**

- A. If an employee is injured or exposed to a contagious or infectious disease during the course of his employment with the Employer, he shall immediately notify his immediate supervisor and his Immediate Supervisor shall immediately notify the Sheriff and the

employee shall complete a Report of Injury form. This report shall be completed, regardless of the apparent seriousness of the injury or exposure, and regardless of whether or not medical attention is required. Such report shall be forwarded to the Sheriff or his designee within twenty-four (24) hours, but no later than forty-eight (48) hours after injury or exposure.

- B. In the event of a serious injury, the injured employee's Immediate Supervisor shall notify the Sheriff or his designee immediately so that an accident investigation can be initiated.
- C. Injuries/illnesses requiring medical attention should be attended to by a BWC Certified physician or medical facility. The Putnam County Ambulatory Care Center in Glandorf is the preferred, but not required, location for medical attention.

#### **ARTICLE 18** **HEALTH AND SAFETY**

- A. The parties agree that safety is a prime concern and responsibility of both parties. Therefore, the Employer will strive to provide safe working conditions, tools, equipment, and working methods for employees. It is the responsibility of supervisory-level employees to ensure that safety rules and safe working methods are followed by those employees under their supervision. Employees accept their responsibility not to neglect or abuse their equipment, tools, equipment, or work area, and they accept their responsibility to follow all safety rules and safe working methods as prescribed by the Department's standard operating procedure. Every employee has a duty to immediately report any unsafe working condition(s) to his Immediate Supervisor as soon as the employee becomes aware of the unsafe condition(s). Reporting of the unsafe working condition/equipment will be reported on the Safety Action Request Form (SAR #0100 form).
- B. Employees who violate the Employer's safety rules and regulations, will be subject to disciplinary action.
- C. All employees are required to wear seat belts at all times when operating any Office vehicle. For the purpose of this section, employees will abide by the county's safe driving policy.
- D. Drug/Alcohol testing may be conducted on employees upon reasonable suspicion, including but not limited to post-shooting incidents/weapons discharges, or employee involved altercations, injuries & post-accidental injury – MV crashes.
- E. The alcohol testing procedure shall be done as is done to detect drivers operating a motor vehicle under the influence on a breath testing device. A positive result shall be cause for the Employer to proceed with progressive discipline.
- F. All drug screening tests shall be conducted by laboratories certified by the SAMHSA or certified by a SAMHSA recognized certification program. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All

samples shall be contained in two (2) separate containers for use in the prescribed testing procedures.

1. If a drug confirmation test is positive, the employee may, upon written request and at the employee's own expense, have the split sample retested by a SAMSHA certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.
  2. In the event the split sample test confirms the results of the first test, the Employer may proceed with progressive discipline.
  3. In the event that the split sample test contradicts the result of the first test, the split sample result will be determined to be the final result. The employee may be subject to verbal counseling by the Employer.
  4. Any refusal to submit to a test requested by the Employer shall be deemed a positive result and is considered insubordination subject to discipline up to and including termination.
- G. Use of illegal controlled substances is grounds for immediate termination. An employee who has tested positive for alcohol or has been found to be abusing a legal drug, may be referred to the county employee assistance program or detoxification program or other comparable program if County ceases to offer said program as determined by appropriate medical personnel. Failure by the employee to successfully complete any employee assistance or detoxification program shall be grounds for termination.

The employer prohibits the use or possession of marijuana by bargaining unit employees. Marijuana is listed as a Schedule 1 controlled substance and is illegal under federal law and will be considered an illegal controlled substance for the purposes of this section.

- H. Nothing in this article shall be construed as a waiver of the Employer's right to determine the discipline of employees who abuse legal or illegal drugs.

#### **ARTICLE 19** **DUES DEDUCTION**

- A. After receiving a written authorization for the deduction of Union dues, signed individually and voluntarily by an employee, the Auditor will deduct regular Union dues each pay period from the employee's paycheck, so long as the employee remains eligible for such deduction in accordance with the provisions of this Article.
- B. The signed dues deduction authorization must be personally presented to the Sheriff or his designee by the employee. Upon receipt of a proper authorization, the Auditor will deduct Union dues from the employee's paycheck for the next pay period in which dues are normally deducted following the pay period in which the Auditor received the authorization.

- C. The parties understand and specifically agree that the Sheriff, the Office, the Board, the Putnam County Auditor, and the County assume no obligation, financial or otherwise, arising out of the provisions of this Article. The Union further agrees to indemnify and hold the Sheriff, the Office, the Board, the Putnam County Auditor, and the County harmless from and against any and all claims, suits, actions, orders, judgments, or any proceedings brought against the Sheriff, the Office, the Board, the County, the Putnam County Auditor, and/or any agency, department, or division of the County arising from dues and/or fair share fee deductions or as a result of any action taken, or not taken, pursuant to request of the Union under the provisions of this Article.
- D. After remittance to the Union, the disposition of dues deduction and/or fair share fee funds shall thereafter be the sole and exclusive obligation and responsibility of the Union. Upon receipt of such funds, the Union shall provide the Sheriff with a written, signed acknowledgement of the amount of funds so received, as well as the date of receipt.
- E. The Auditor shall be relieved from deducting Union dues and/or fair share fees upon termination of this Agreement, or upon an employee's: (1) termination of employment; (2) transfer or promotion to a job outside the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) written revocation of the dues deduction authorization; or (6) resignation by the employee from the Union. However, if an employee who is employed with the Employer on the effective date of this Agreement does not voluntarily sign a written authorization for the deduction of Union dues dated within the sixty (60) consecutive calendar day period commencing with the effective date of this Agreement, the Auditor will thereafter deduct a "fair share fee" from the wages of said employee for the duration of this Agreement, subject to the six (6) exceptions listed above. This fair share fee provision shall likewise apply to employees who are hired after the effective date of this Agreement, who thereafter do not become members of the Union and do not voluntarily sign a written authorization for the deduction of Union dues dated within the sixty (60) consecutive calendar day period commencing with the effective date of their employment.
- F. No provision of this Agreement shall require any employee to become or remain a member of the Union, nor shall any fair share fee deducted hereunder exceed the dues paid by members of the Union in the same bargaining unit. The Union is responsible for notifying the Sheriff and the Auditor of the proportionate amount, if any, of its total dues and fees that were spent on activities during the preceding year that cannot be charged to the fair share fees of employees. The amount of the fair share fee provided for herein shall be the amount of the regular dues paid by employees in the unit who are members of the Union less each non-member's proportionate share of the amount of the Union's dues and fair share fees spent on activities not lawfully chargeable to such fair share fees during the prior year. If an employee who is assessed the fair share fee referred to in this article challenges the propriety of the Union's use of such fee, his deductions shall continue, but his funds shall be placed in an interest bearing escrow account until a resolution of his challenge is reached pursuant to the provisions of ORC 4117.09(c) or through judicial proceedings.

- G. The Auditor shall not be obligated to make dues or fair share fee deductions from any employee who, during any pay period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues and fees.
- H. The parties agree that neither an employee, nor the Union, shall have a claim against the Sheriff, the Office, the Board, the Putnam County Auditor, the County and/or any agency, department, or division of the County for errors in the processing of deductions, unless a claim of error is made to the Sheriff, in writing, within ten (10) calendar days after the date on which the Auditor remits the allegedly erroneous dues deduction(s) to the Union. If a claimed error is substantiated, the error will be corrected by deducting the proper amount in the next pay period that dues deductions would normally be made.
- I. The rate at which dues and fair share fees are to be deducted shall be certified, in writing, annually to the Auditor by the Union, and the original certification must be given to the Auditor within fifteen (15) consecutive calendar days after the signing of this Agreement. No dues or fair share fee deductions will be made by the Auditor until such original and annual certifications are received. Sixty (60) calendar days advance written notice must be given the Auditor before the Auditor will make any change in an individual's dues or fair share fee deductions.
- J. Except as otherwise provided herein, each eligible employee's written and voluntarily signed authorization for dues deduction shall be honored by the Sheriff and the Auditor for the duration of this Agreement.

**ARTICLE 20**  
**LIFE AND MEDICAL INSURANCE**

- A. During the term of the agreement, the Employer agrees to provide health care to the employees with the premium costs to be split eighty percent (80%) Employer and twenty percent (20%) employee. Employees shall receive the same level of benefits as other county employees under the Putnam County Commissioners Insurance Plan although the Employer will meet with the Union to discuss any changes to the Plan at least thirty (30) days prior to proposed implementation. Effective January 1, 2016, the employee's contributions for insurance coverage will not increase more than thirty percent (30%) over the life of the collective bargaining agreement.
- B. The Employer agrees to continue a minimum of \$15,000.00 in life insurance on each employee.
- C. Should the coverage provided to other county employees, by and through the Putnam County Commissioners Office, be changed or altered, such changes shall be applicable to the coverage herein provided following notice and meeting with the Union at least forty-five (45) days prior to implementation for bargaining unit employees.

The Employer will provide medical insurance coverage under CEBCO plan during the life of this agreement.

- D. Employees must opt for either a high deductible or low deductible plan at the rates established by the Putnam County Commissioners and the insurance plan.
- E. If the current health care policy provides for a no cost wellness benefit for annual physical examinations, employees will have said physical examinations during the first quarter of the year and provide documentation of exam to the Division 911 Coordinator.

Insurance opt outs shall not be offered to any bargaining unit employees unless offered by the Board of County Commissioners to all non-bargaining unit employees.

## **ARTICLE 21**

### **HOURS OF WORK**

- A. This article is intended to define the normal hours of work per shift, per workweek, and per work period in effect at the time of execution of this Agreement. The Sheriff shall determine the hours and schedules of all employees. Nothing contained herein shall be construed as preventing the Sheriff from: establishing work schedules; establishing part-time positions; or from re-structuring the normal work shift, work week, and/or work period for the purposes of promoting efficiency and/or improving services. Nothing contained in this article shall be construed as a guarantee of work per work shift, workweek, or work period.
- B. Each employee's workweek shall consist of seven (7) consecutive twenty-four (24) hour periods totaling one hundred sixty-eight (168) consecutive hours.
- C. The normal work period for Communications Officer, shall be forty (40) hours per seven, (7) consecutive calendar day work period, and their normal work shift shall be eight (8) hours, inclusive of a paid fifty (50) minute lunch period. This lunch period shall be taken approximately half way through the employee's work shift, subject to the Office operational needs and workload requirements, as well as the availability of relief personnel. If an employee wishes to leave the building/premises for her/his fifty (50) minute lunch period, Employee must clock in and out to verify time gone from the building. If an employee chooses to break up their fifty (50) minute lunch period, they may take two (2) – ten (10) minute breaks and a thirty (30) minute lunch. If the employee chooses to take a thirty (30) minute lunch, it will be taken on premises. Employee must have a portable radio with him/her to enable the relief personnel to have them return to the dispatch area when taking breaks on premises. Meals will be eaten during lunch period and not brought back and eaten later during their shift.

Breaks will not be permitted during the first two (2) hours of their shift nor the last two (2) hours of their shift unless workload required the employee to work through their afternoon break then the employee make take their ten (10) minute afternoon break within the last two (2) hours of their shift. Employees may not take their uninterrupted afternoon break in connection with the end of their shift.

Communication Officers are considered to never be off-duty during their regularly scheduled work shift; therefore, their lunch periods are counted as work time and are subject to regulation in the same manner as other work hours.

- D. All Staff, except personnel designated by the Sheriff, are required to punch in and out on the time clock at the start and end of their shift and during their lunch period as specified in Section C of this article.

## **ARTICLE 22**

### **WORK SCHEDULES**

- A. Biannually work schedules, including shift assignments and starting times, will be developed by the Sheriff, with each schedule comprising six (6) consecutive calendar months (i.e. January through June, July through December). The Sheriff or his designee agrees to meet with union representatives to discuss language permitting short-term voluntary shift trading.
- B. Each such work schedule will be posted on the Union bulletin board and posted in the Dispatch Center not later than fourteen (14) consecutive calendar days prior to the beginning of the work schedule.
- C. It is understood and agreed that as servants of the public engaged in law enforcement, employees' work schedules, including starting times, may have to be re-adjusted from time to time. However, when such re-adjustment is made, the affected employees will be given as much advance notice as is practicable under the circumstances. It is understood that because of conflicts in work schedules there may be times when employees will need to be flexible due to illness or unavailability of coverage but there will be effort made to get hours covered.
- D. Not later than November 1 of each calendar year, employees may submit, in writing, their preferred shifts and starting times to the Sheriff. While the Sheriff shall develop such work schedules in the exercise of his discretion and judgment, he shall, as he deems practicable, give consideration to those preferences submitted by employees by classification seniority, qualifications, and in accordance with this Article, and, in doing so, the Sheriff shall not act arbitrarily or capriciously. Work schedules will be posted by December 1.

## **ARTICLE 23**

### **COMPENSATORY LEAVE**

- A. Subject to the provisions of this Article (Compensatory Leave) and Article 24 (Overtime), employees shall be compensated for overtime hours worked in the form of Compensatory Leave or monetary payment.
- B. An employee must submit a written request on the Office standardized form and receive approval from the Immediate Supervisor at least twenty-four (24) hours in advance before using Compensatory Leave. If an employee requests Compensatory Leave with

less than twenty-four (24) hours notice, the Sheriff will follow the overtime procedures in Article 24(C) to find a replacement for the employee except that if no full or part time employee voluntarily accepts the overtime then the Compensatory Leave request shall be denied. Without approval in advance of the leave, the employee may not utilize Compensatory Leave. Any employee who fails to report for duty without receiving approval to a request for compensatory time shall be considered absent without approved leave (AWOL) in accordance with Article 30, Tardiness/Absence Section G.

- C. Compensatory Leave will be charged in minimum units of one-quarter (1/4) hour.
- D. An employee shall not be permitted to accrue more than one hundred sixty (160) hours of Compensatory Leave. If an employee has accrued the maximum of one hundred sixty (160) Compensatory Leave hours, the Sheriff shall have the right to place the employee on Compensatory Leave for that period of time the Sheriff considers appropriate and necessary.
- E. Each quarter (March 1, June 1, September 1, December 1), those employees who have accrued Compensatory Leave may submit a written notice to the Sheriff indicating that they want to convert up to a maximum of ninety (90) hours of accrued Compensatory Leave to a "lump sum" monetary payment. Such payment shall be made to the employee along with his paycheck for the first pay period in the following quarter. This monetary payment shall be calculated by multiplying the number of accrued Compensatory Leave hours (up to said maximum of ninety (90) hours) the employee elects to so convert, by the employee's current, regular straight-time hourly rate.
- F. Pending Funds Available, upon request by the employee or at the discretion of the Sheriff, all accrued, unused compensatory time will be paid out to employees in the first pay period of December of each year. All accrued but unused Compensatory Time carried over to the next year may not be cashed out and may only be taken in time off except that an employee who separates from service shall be paid for his accrued, unused compensatory time. All Compensatory time carried over to the next year must be taken off no later than December 1.

#### **ARTICLE 24** **OVERTIME**

- A. Nothing contained herein shall be construed as preventing the Sheriff from restructuring the normal work shift, workweek, or work period.
- B. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per work shift, work week, or work period.
- C. It is understood and agreed by the parties that when the Sheriff, or his designee, has determined that the operational needs and/or workload requirements of the Department require overtime, any or all employees may be required to work overtime or beyond their scheduled work shift. Overtime shall be worked by those employees who normally perform the work that is required to be performed. Overtime shall be offered to all full-

time employees first. If no full-time employee takes the overtime, it may be offered to qualified part-time personnel, or qualified administrative personnel before forcing full-time employees to cover the shift.

If the Sheriff or his designee determines there is a need for overtime with less than twenty-four (24) hours notice, the following procedure will apply: (1) A group text message will be sent to all eligible full-time employees in the appropriate classification offering the overtime opportunity; (2) the first employee that responds to the text message accepting the overtime shall be awarded the opportunity; (3) If no full-time employee responds within thirty (30) minutes of the group text being sent, then the overtime opportunity may be offered to part-time personnel or qualified administrative personnel before forcing full-time employees to cover the shift.

- D. Overtime will be compensated for by the accrual of Compensatory Leave, which shall be computed at the rate of one and one-half (1 ½) hours of Compensatory Leave for each hour of overtime worked, or by monetary compensation to be paid at the rate of one and one-half (1 ½) times the employee's usual straight-time rate of pay.
- E. Overtime authorization will be required in advance where feasible, and all overtime must first be approved by the Sheriff or his designee before it shall result in the accrual of Compensatory Leave or monetary payment. If an employee works overtime without having obtained advance authorization from the Sheriff or his designee or without having reasonable cause to work such overtime, the employee will be subject to disciplinary action. Likewise, employees are not permitted to take Office work home with them to perform during their non-working hours, without having first obtained the express permission of the Sheriff or his designee.
- F. The parties recognize and agree that the Sheriff has, and shall retain, the right and authority to pre-designate conditions, programs, and situations in which overtime will not be approved.
- G. There shall be no pyramiding or compounding of overtime or premium payments.
- H. Hours actually worked in excess of forty (40) hours in the seven (7) calendar day work period will be considered as being overtime. For purposes of this article, hours actually worked shall include time compensated for Sick Leave, Holiday Pay, Compensatory Leave, and Vacation Leave. Hours actually worked shall exclude overtime hours worked, time spent in unpaid status, and any hours worked for which the employee is credited with Compensatory Leave, such as, but not limited to, hours worked on a holiday observance.
- I. When an employee is called into work for a special assignment, outside of his normal shift and more than two (2) hours prior to the start of his shift, a minimum of two (2) hours will be compensated for such additional hours in the appropriate manner, at the rate of time and a half the normal pay or in Compensatory Leave.

- J. When an employee is called into work for a special assignment, meeting, and / or attends a scheduled training that begins within two (2) hours of the start of his scheduled shift, the employee's scheduled shift may be adjusted.

**ARTICLE 25**  
**SENIORITY**

- A. Seniority, as that term is used in this Agreement, is defined as employee's length of uninterrupted continuous service with the Office, as a full-time employee since the employee's most recent date of hire by the Employer. Seniority is computed from the employee's last date of hire. An employee's seniority shall be credited upon his successful completion of his new-hire probationary period and shall be retroactive to the date upon which new-hire probationary period began.
- B. Continuous service is broken, and an employee shall lose all previously accumulated seniority when the employee:
1. Retires;
  2. Resigns from employment and is not hired back for thirty (30) days or more;
  3. Is discharged for just cause;
  4. Fails to return to work within ten (10) consecutive calendar days after receipt of a recall notice as provided in Article 26(E) unless a later return to work date not to exceed twenty-one (21) consecutive calendar days is specified in the recall notice.
  5. Is absent without approved leave;
  6. Is laid off for a period of more than three (3) consecutive calendar years from the date of layoff,
  7. Has been on a leave of absence due to an injury or illness for a period of eighteen (18) consecutive calendar months (except in those cases involving pregnancy, childbirth, or medical conditions related thereto, in which cases, the employee's individual capacities and medical status shall be taken into account);
  8. Is rendered permanently incapable of performing his assigned duties due to illness, injury, disability, or handicap, and such permanent incapacitation is established in accordance with the requirements for disability under PERS;
  9. Fails to report to work on the next scheduled workday following the expiration of an approved medical leave, an approved LOA, or any approved extension thereof.
- C. Classification seniority shall be computed on the basis of the uninterrupted length of continuous service with the Office within a classification. Classification seniority shall be applicable for purposes of promotion, layoff, and recall.

- D. Office seniority shall be computed on the basis of uninterrupted length of continuous service with the Office. Office seniority shall be applicable for purposes of calculating an employee's length of service for vacation accrual.
- E. A member of the bargaining unit, who is hired into a position outside of the bargaining unit, shall be credited with all continuous, uninterrupted seniority with the Office if the employee returns to his former position within the bargaining unit.
- F. If two or more employees are hired on the same day, the last four, (4) digits of their social security number will determine seniority with the lowest number being the most senior.

**ARTICLE 26**  
**LAYOFF AND RECALL**

- A. The Employer shall determine when layoffs will occur. Within each classification affected, employees will be laid off in accordance with their classification seniority.
- B. When the Employer determines that a long-term layoff or job abolishment is necessary, the Sheriff shall notify the affected employees not less than five (5) consecutive calendar days in advance of the effective date of the layoff or job abolishment. An employee will be notified of the Employer's decision to implement any short-term layoff, lasting either three (3) consecutive calendar days, or less, or three (3), or fewer, consecutive work shifts.
- C. The Employer, upon request from the Union, agrees to discuss, with representatives of the Union, the impact of the layoff on bargaining unit employees.
- D. An Employee who is laid off shall be placed on a recall list for a period of three (3) years, one thousand ninety five (1095 days) consecutive calendar days, commencing with the effective date of his layoff. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the duties of the position in the work section to which they are recalled without further training, or certification as determined by the Employer. Laid off employees shall continue to be offered certification and training opportunities with no financial obligation to the Sheriff's Office to cover training and certification costs.
- E. The Employer shall fulfill its obligation by sending notice of recall to the employee by hand delivery to the employee at the last address provided by the employee. If hand delivery fails, the Employer shall serve the notice by registered mail, return receipt requested, to the last mailing address provided by the employee.
- F. The recalled employee shall have five (5) consecutive calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall actually return to work as soon as possible. However, the employee shall have a maximum of ten (10) consecutive calendar days following the date of mailing of the recall notice in which to report for duty, unless a different date for returning to work as specified in Article 25, Section (B)(6), is otherwise specified in the notice.

- G. For purposes of this Article, seniority shall be computed on the basis of uninterrupted length of continuous service with the Employer since the employee's most recent date of hire in their Current Classification by the Employer.
- H. There will be no divisional or classification bumping rights permitted.

**ARTICLE 27**  
**PROMOTIONS**

- A. When the Sheriff determines that a permanent job vacancy exists within a bargaining unit, and the Sheriff decides and is prepared to fill it, the Sheriff shall post a notice of the vacancy on the Union bulletin board for a period of five (5) consecutive calendar days, excluding the day of posting. A copy of the posting shall be given to the designated Union Director at the time of the posting, and every posting shall include the following:
  - 1. The position title;
  - 2. The classification and salary of the position;
  - 3. A general description of the duties of the position;
  - 4. Required qualifications;
  - 5. The range of pay;
  - 6. The person to whom applications must be submitted;
  - 7. The deadline for submitting an application.
- B. During the posting period, anyone wishing to apply for the vacant position shall submit a written application to the person so designated in the posting. Current employees applying for the position may submit a letter of intent in lieu of an application. The Sheriff shall not be obligated to consider any application submitted after the posting period expires or which does not indicate that the applicant possesses the required qualifications.
- C. As used in this Agreement, the term "promotion" shall mean the act of placing an employee in a classification position in a bargaining unit that carries a higher rate of pay than that position which the employee previously held within a bargaining unit.
- D. Nothing in this Agreement shall be construed to limit or prevent the Sheriff from temporarily filling a vacant position pending the Sheriff's determination as to whether or not the vacancy is to be filled on a permanent basis. The Employer will limit temporary assignments to a period of not more than six months.
- E. It is understood that all promotional actions and decisions are at the discretion of the Sheriff. However, when a vacancy is posted, the following practice will be observed:

1. Skills, knowledge, experience, education, work record, previous job performance, disciplinary record, physical and mental fitness and capability, attendance record, ability to perform the duties of the vacant position, and other qualifications will be reviewed;
  2. If, in the judgment of the Sheriff, two (2), or more, applicants are equally qualified, then the seniority of such applicants (if they are presently employed within the Office at the time the position is to be filled) within the Office shall govern as to their qualification for the position;
  3. In filling a vacancy, the Sheriff shall give first consideration to those applicants who are presently employed within the Office. Internal applicants shall be given the opportunity to interview for the position if they so desire. If, in the judgment of the Sheriff, none of the applicants who are presently employed within the Office is qualified, the Sheriff may fill the position by hiring an "outside" applicant (i.e., an applicant who is not employed within the Office at the time the Sheriff elects to appoint someone to fill the vacancy). The Sheriff will provide internal applicants that are not selected for the position will be provided with reasons why they were not selected and what qualifications they need to improve on. The Sheriff's determination of an employee's qualifications shall not be grievable.
- F. If a bargaining unit employee is selected to fill a position that is posted in accordance with this article, the employee (including an employee whose selection constitutes a lateral transfer) shall serve a promotional probationary period of six (6) months beginning on the effective date of the promotion. A newly promoted employee who evidences unsatisfactory performance may be returned to his former position any time during his probationary period.
- G. An employee, who has been selected for promotion, will be compensated at the appropriate rate, commencing upon the first day he works in the position to which promoted.

**ARTICLE 28**  
**OUTSIDE EMPLOYMENT**

- A. Employees shall not have other employment (i.e., "outside employment") that conflicts with the policies, objectives, interests, or operations of the Office or the County. Likewise, no employee shall be indebted to any other employer whose interests might conflict with those of the Office or the County.
- B. All outside employment must be approved, in advance, and in writing, by the Sheriff. Employees wishing to engage in outside employment must submit to the Sheriff a written request for such approval, which written request must contain the following information:
1. Name of employee;

2. Name, address, telephone number of prospective outside employer (firm or company name);
3. Position sought and location of job performance;
4. Duties to be performed;
5. Days and hours of work;
6. Name(s), address(es), and telephone number(s) of owner or manager of prospective outside employer;
7. Proposed commencement date of prospective outside employment.

In the event the Sheriff denies approval for outside employment, written notification as to why the approval was denied will be given to the requesting employee. Status of outside employment must be updated on a yearly basis and if the employee terminates the outside employment, he shall notify the Sheriff of said termination.

C. Two common employment conflicts are:

1. Time Conflict: this occurs when the working hours of a “second job” directly conflict with the scheduled working hours of an employee’s job with the Employer, or when the demands of a “second job” prohibit adequate rest, thereby adversely affecting the quality of the employee’s work for the Employer.
2. Interest Conflict: this conflict occurs when a “second job” tends to compromise an employee’s judgment, actions and/or job performance.

D. Full-time employment by the Employer is considered an employee’s primary occupation, which takes precedence over all other occupations and employment.

E. An employee is subject to discipline if his outside employment directly results in any “time” or “interest” conflict, policy infraction, or other specific violation. Additionally, if the Sheriff believes that outside employment adversely affects an employee’s job performance or impacts adversely upon the Office or the COUNTY, the Sheriff may require that the employee cease the outside employment.

F. An employee shall not wear his Office uniform, or any part thereof, in connection with any other employment, nor shall he work as a “bouncer” in any establishment that serves alcoholic beverages. Employees are prohibited from working for any other law enforcement agency.

**ARTICLE 29**  
**TOOLS, SUPPLIES AND EQUIPMENT**

- A. Where weapons, ammunition, tools, supplies, and/or other equipment needed to perform job duties are provided by the Employer, it is the responsibility of all employees to see that such issued items are properly used and maintained. Employees must notify their Immediate Supervisor if any such issued item does not work properly, is excessively noisy, or appears to be unsafe.
- B. Misuse, neglect, theft, or abuse of weapons, ammunition, tools, supplies, and/or other equipment is prohibited, and the breakage or damage thereof by an employee will necessitate an investigation and possible disciplinary action.
- C. At his discretion, the Sheriff may require an employee who is responsible therefore to pay for the loss of, or damage to, weapons, ammunition, tools, supplies, and/or other equipment. However, the Sheriff will both take disciplinary action and also require the employee to make such payment only in those cases where such damage or loss is due to the employee's gross negligence, intentional act, or willful misconduct.

**ARTICLE 30**  
**TARDINESS AND ABSENCE**

- A. Employees shall report for work on time on each occasion when they are scheduled to work.
- B. An employee is tardy when he reports to work after his scheduled starting time.
- C. The pay of a tardy employee shall be reduced in fifteen (15) minute increments:

<u>Minutes Late</u>	<u>Hours Off</u>
1-15	.25
16-30	.5
31-45	.75
46-60	1.0

- D. Additionally, a tardy employee shall be subject to disciplinary action as outlined below (however, prior to taking any such action, the employee's Immediate Supervisor, upon request by the employee, shall take into consideration any allegations by the employee of extenuating or mitigating circumstances):
  - 1. One (1) time tardy – verbal warning
  - 2. Two (2) times tardy – written reprimand
  - 3. Three (3) times tardy – Up to a three (3) day suspension without pay
  - 4. Four (4) times tardy – Up to a ten (10) day suspension without pay

5. Five (5) times tardy – disciplinary action, up to and including discharge.
- E. If eighteen (18) consecutive months have elapsed without the employee having been tardy, the employee may request that all prior tardiness incidents be removed from the Office attendance records and from the employee’s personnel file, and such records will cease to have force and effect.
- F. An employee is absent when he reports to work more than four (4) hours after his scheduled starting time.
- G. If an employee is absent from work, without approved leave, he shall be subject to disciplinary action, up to and including discharge.
- H. The pay of an absent employee shall be reduced in proportion to the amount of his absence.

**ARTICLE 31**  
**PRE-DISCIPLINARY CONFERENCE**

- A. If the Sheriff believes that an employee may have committed a violation that could result in a suspension (without pay), reduction, or discharge, a pre-disciplinary conference will be conducted by the Sheriff or his designee within the Sheriff’s office to give the employee an opportunity to offer an explanation.
- B. Not less than seventy-two (72) hours prior to the conference, the employee will be provided with a written Notice of Pre-Disciplinary Conference, summarizing the alleged violation. This notice may be personally delivered or mailed (certified, with return receipt requested) to the employee. The employee may choose to: (1) appear at the conference to present an oral or written explanation; (2) appear at the conference and have a chosen representative present an oral or written explanation; or (3) waive the pre-disciplinary conference (in writing).
- C. An employee who elects to attend the conference and present an explanation, or who is questioned by the Employer must answer all questions truthfully. If any employee responds untruthfully at the conference, such dishonesty may result in disciplinary action. If the employee is the target of a criminal investigation, his constitutional rights shall be observed.
- D. At the conference, the employee may present statements, witnesses, or documents that are relevant and material to the alleged violation. The employee may be represented by an OPBA attorney and/or director. The employee shall provide a list of witnesses to the hearing officer not later than one (1) hour prior to the start of the conference. The employee is responsible for notifying his witnesses that their attendance is desired.
- E. If the Sheriff’s designee, as provided in Section A is utilized, he will prepare a written summary of the conference and provide the summary to both the Sheriff and the employee with copies thereof within ten (10) consecutive calendar days following

conclusion of the conference. The employee's copy of the summary may be mailed to him. A hearing officer will limit his recommendation as to whether or not discipline is warranted. After the conference and after receipt of the hearing officer's summary, the Sheriff will decide what discipline, if any, is appropriate.

### **ARTICLE 32** **DISCIPLINE**

- A. No non-probationary employee shall be reduced in pay, suspended, reprimanded, or discharged except for just cause. The principles of progressive disciplinary action shall be practiced.
- B. Except in instances where the employee is found guilty of gross or serious misconduct as identified in Section J below, discipline will be applied in a corrective, progressive, and uniform manner.
- C. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.
- D. Records of disciplinary action shall cease to have force or effect or be considered in future disciplinary actions in accordance with the provisions of Section D of Article 10 (Personnel Files).
- E. The Sheriff agrees that all disciplinary action shall be carried out in private and in a businesslike manner. If disciplinary action is warranted, the Sheriff agrees to carry out the disciplinary action in the following manner:

Disciplinary action must be based on charges which have been presented to the employee, or to a Union Representative, not more than fourteen (14) calendar days after the predisciplinary meeting described in Article 31.

If no meeting is required (in the case of a written or oral reprimand) the Employer must issue the disciplinary action within fourteen (14) calendar days after the completion of the investigation.

If no meeting is held (in the case of a waiver by the employee or the employee's failure to appear), the Employer must issue the disciplinary action within fourteen (14) calendar days from the date the predisciplinary meeting was scheduled.

If more time is needed for an investigation, the union shall provide an extension for a reasonable amount of time to enable the Sheriff to complete his investigation.

- F. Except in instances where the employee is found guilty of gross or serious misconduct, disciplinary action may be taken in the following order, provided, however, that this process may vary in accordance with the nature of the offense and the provisions of Section C above; in addition, levels of discipline may be repeated or omitted, as the Sheriff may determine is appropriate in a given situation:

1. Verbal warning;
  2. Written reprimand;
  3. Working suspension (with pay);
  4. Suspension (without pay);
  5. Demotion;
  6. Discharge.
- G. All disciplinary action (except as provided below) is appealable through this grievance procedure, but no disciplinary action, including discharge, shall be appealable to or through the SPBR. Verbal warnings and written reprimands may be appealed through Step 2 of this grievance procedure, but such disciplinary actions shall not be arbitrable.
- H. Nothing contained herein shall be construed as preventing the Sheriff from relieving an employee from his duties, with pay, pending an investigation. The Sheriff may conduct an investigation of any alleged violation of the Office or County's rules and regulations, as well as any statute or ordinance, and by specific order, require any employee to submit a truthful and accurate written report concerning any such alleged violation. However, if the employee is the target of a criminal investigation, his constitutional rights shall be observed.
- I. Except as otherwise provided herein, an employee's off-duty conduct shall not result in disciplinary action unless such conduct impairs the employee's ability to effectively and/or efficiently perform his assigned job duties, or such off-duty conduct interferes with or diminishes the overall performance, effectiveness, and/or effectiveness of the Office operations or the conduct of its business.
- J. The Sheriff shall not be required to apply discipline in a corrective and progressive manner in cases of gross or serious misconduct, such as, but not necessarily limited to, the following: dishonesty; drunkenness or the unlawful use of narcotics on the job; loss of driving privileges due to driving while under the influence of alcohol, drugs, or narcotics; thievery; immoral conduct; insubordination; discourteous treatment of the public; neglect of duty; absence without leave; use, distribution, sale, or possession of illegal drugs or narcotics; and/or physical violence.

**ARTICLE 33**  
**INTERNAL INVESTIGATIONS**

- A. Prior to being questioned as a suspect in any investigation that may lead to criminal charges against him, an employee shall be advised of his constitutional rights in accordance with the applicable law.

- B. An employee shall be informed of the nature of the investigation prior to questioning. If the Sheriff, or his designee, has reasonable cause to believe that an investigation concerning an employee may result in suspension, reduction, or removal, the employee will be notified, prior to commencement of questioning, that such result is possible.
- C. No employee will be charged with insubordination for failure to answer questions or for failure to participate in an investigation unless he has first been advised that such conduct, if continued, may be the basis for such a charge. In regards to interviews where suspension, reduction, or removal may result, the employee, if he so desires, shall be given a reasonable opportunity to consult with an appropriate Union representative and/or OPBA attorney prior to the interview. Once the interview begins, the employee will not be permitted to consult with the union representative and/or OPBA attorney before answering a question.
- D. Any questioning of an employee relative to suspected non-criminal conduct will be conducted at hours reasonably related to his shift, preferably during his working hours. Such questioning shall be for reasonable intervals of time, and time shall be allowed during such questioning for rest periods and attendance to other physical necessities.
- E. The Sheriff, or his designee, may elect to tape record any questioning of an employee in conjunction with an investigation; however, the employee shall first be advised before such tape recording commences and upon request a copy of the recording shall be provided to the Union. Likewise, an employee who is being questioned shall have the right to tape record the session after first advising the Sheriff, or his designee, of his election to make such tape recording at the employee's own expense and upon request a copy of the recording shall be provided to the Sheriff. If the Sheriff's recording of the session is reduced to writing, the employee, or his authorized representative, shall be given a copy of said written record.
- F. If, after investigation, no corroborative evidence is found to substantiate an anonymous complaint, the complaint shall be classified as unfounded.
- G. An employee, who is charged with non-criminal violation of Office Rules and/or Regulations, will be provided access to transcripts, reports, records, lists, written statements and tapes relative to the charge.
- H. The Sheriff shall not utilize any type of surveillance device to record or transcribe any conversation or action of an employee unless disclosure of such device is made prior to such recording, except upon the authority of the courts, or unless such device is utilized in the normal course of the employee's performance of his duties.
- I. The Sheriff shall not, in the course of an investigation, obtain evidence through the use of threats, coercion, or administrative pressures.
- J. Any employee who has been under investigation shall be informed, in writing, of the outcome at the conclusion of the investigation. All investigations, except those concerning criminal charges, shall commence within ninety (90) consecutive calendar

days after having knowledge of any alleged violation. Said investigation should be completed within a reasonable amount of time.

**ARTICLE 34**  
**GRIEVANCE PROCEDURE**

- A. The term “grievance” shall mean a written allegation by a bargaining unit employee that there has been a breach, violation, misinterpretation, or improper application of an express provision of this Agreement. It is not intended that this grievance procedure be used to effect changes in the articles of this Agreement or those matters which are controlled by the provisions of Federal and/or State laws and/or by the Constitutions of the United States or the State of Ohio. Further, probationary employees shall not have the ability to receive disciplinary action.
- B. If specific administrative agency relief of judicial or quasi-judicial nature is provided for by the statutes of the State of Ohio, or the United States for review or redress of a specific matter (limited to Workers’ Compensation, Unemployment Compensation, E.E.O.C., Civil Rights Commission) such matters may not be made the subject of a grievance and may not be processed as such. However, the employee and his representative may meet with the Employer in an effort to resolve the matter prior to initiation of an appeal through such agency.
- C. If a grievance is of a nature that it would qualify for appeal to the SPBR, the grievant shall pursue the matter exclusively through this grievance procedure, and the matter shall not be appealable to either the SPBR or the DAS. The parties further agree that, for purposes of this Agreement, the provisions of ORC Chapter 9.40 relating to payroll reporting requirements through the DAS does not apply to employees. It is also expressly understood and agreed that the SPBR shall have no authority or jurisdiction relating to the express and specific matters covered by this Agreement, it being the intention of the parties to be governed, whenever lawfully permissible, by the express and specific provisions of this Agreement and to submit allegations of breach, misinterpretation, or misapplication of this Agreement’s provisions, upon which the parties have collectively bargained, to binding arbitration in accordance with the provisions of this grievance procedure.
- D. All grievances must be in writing and presented at the proper step and time in progression, in order to be considered at the next step. Any grievance that is not timely appealed to the next step of the grievance procedure will be deemed to have been settled on the basis of the Employer’s answer at the last step.
- E. The aggrieved (including an employee who is a party to a “Class Grievance”) may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.
- F. When a grievance affects more than one (1) employee in the same manner, one (1) of such employees (to be selected by the group of employees so affected) shall process the grievance (which shall be known as a “Class Grievance”), but the grievance must be

signed by each employee desiring to be included. If an employee is given the opportunity to be so included, but he declines to do so, he shall be deemed to have abandoned the grievance, and he shall not thereafter be entitled to process the grievance independently.

- G. Any grievance not answered by the Employer's representative within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. Time limits set forth herein may only be extended by mutual agreement.
- H. A grievance must be submitted to this grievance procedure within ten (10) consecutive calendar days after the grievant knows, or should have known, the facts giving rise to the grievance, but in no case later than twenty (20) consecutive calendar days following the date of such facts – otherwise, the alleged grievance will be considered not to have existed.
- I. All written grievances must contain the following information to be considered:
  - 1. Aggrieved employee's name and signature;
  - 2. Date when the grievance was filed in writing;
  - 3. Date and time grievance occurred;
  - 4. Where grievance occurred;
  - 5. Description of incident giving rise to the grievance;
  - 6. Articles and sections of the Agreement allegedly violated; and
  - 7. Desired remedy to resolve the grievance.
- J. This grievance procedure shall consist of the following steps
  - 1. Step 1 –In order for an alleged grievance to receive consideration under this procedure, the grievant, with the appropriate representative, if the former desires, must identify the alleged grievance to the 911 Coordinator within fourteen (14) consecutive calendar days of the occurrence that gave rise to the grievance. The 911 Coordinator or designee shall investigate and provide an appropriate answer within fourteen (14) calendar days following the date on which he or she was presented the grievance.
  - 2. Step 2 – If the grievance is not resolved in Step 1, it may then be appealed by the grievant to a meeting between the Sheriff, or his designated representative, and the aggrieved employee, with a representative of the Union, if the employee so desires to have a Union representative present. The appeal to Step 2 must take place within seven (7) consecutive calendar days following the date of the immediate supervisor's response in Step 1. Within seven (7) calendar days following the appeal to Step 2, the grievant may request to meet with the Sheriff or his designee. If the parties mutually agree to meet, a meeting will be scheduled with the grievant and his/her Union representative to discuss the grievance. The Sheriff, or his designated representative, shall provide a written response to the aggrieved within fourteen (14) consecutive calendar days following the day on which the Sheriff was presented with the grievance or the day on which the Sheriff or his designee met with the grievant.

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

K. Arbitration Procedure (Step 3)

1. The Union, based upon the facts presented, has the right to decide whether to submit a grievance to arbitration if the grievance is not satisfactorily resolved at Step 2. Within fourteen (14) consecutive calendar days following the date of final answer on such grievance under Step 2 of this grievance procedure, the Union shall notify the Sheriff, in writing, of its intent to seek arbitration over a grievance that has not been resolved to the satisfaction of the Union. Representatives of the parties (the Union and the Employer) shall within fourteen (14) consecutive calendar days after the Sheriff receives written notification of a request to arbitration begin the selection procedure outlined herein. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due to the arbitrator, as well as the arbitrator's costs and expenses, if any, shall be paid by the party canceling or withdrawing from the arbitration. Any grievance not submitted or processed within the calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer.
2. After receipt of a request to arbitrate, a representative of each of the parties (the Employer and the Union) shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner: during the term of this agreement, arbitrators shall be selected from the panel listed below. The arbitrators shall serve on a rotating basis. The impartial arbitrator shall be chosen, based upon his position in the rotation and availability, from the following list:
  - Charles Kohler
  - Sandra Furman
  - Mark Lurie
  - Thomas Nowel
  - Robert Vana
3. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is non-arbitrable or beyond the arbitrator's scope of authority or jurisdiction. Either party may demand bifurcation of the arbitration hearing, so that arbitrability and jurisdictional issues will be heard first, in an expedited arbitration; and decided. If the arbitrator determines the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.
4. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of specific articles and sections in this Agreement, and he may not modify or amend the Agreement. Likewise, the arbitrator shall have no power to

render any decision or award that is contrary to, inconsistent with, or modifies or varies in any way, the terms of this Agreement or of applicable laws.

5. The arbitrator shall have no power or authority to render any decision or award that is:
  - a. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rule, or regulation, presently, or in the future, established by the Employer so long as such practice, policy, rule, or regulation does not conflict with this Agreement;
  - b. And the arbitrator shall have no power or authority to recommend any right or relief on an alleged grievance occurring at any time other than the Agreement period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance, or practice.
6. The arbitrator shall have no power or authority to establish any new or different wage rates not negotiated as part of this Agreement.
7. In cases of discharge or suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive award to the date the grievance was presented to the Employer in Step 1 of the grievance procedure. In making monetary awards for back wages covering the period of an employee's separation due to discharge, the arbitrator shall reduce the amount awarded by the amount of unemployment compensation the employee received during his separation, and the award shall also be reduced by the amount of earned wages the employee received from any other source during his separation. Likewise, the arbitrator's award shall not include any amount that is based upon any assumption that the employee would have worked overtime during the period of his separation.
8. The decision of the arbitrator shall be final and binding on the OPBA, the grievant, and the Employer. The arbitrator shall be requested to issue his decision within sixty (60) consecutive calendar days after the conclusion of the testimony and argument following the date on which the hearing is declared closed.
9. If the matter proceeds to hearing, the arbitrator's fee for services, costs, and expenses, the costs of any proofs produced at the direction of the arbitrator, and the cost of a hearing room shall be borne by the losing party. In the event the arbitrator's decision fails to grant the requested award of either party and represents a "split decision", the cost of the fees of the arbitrator shall be borne equally by the parties. The arbitrator shall be requested to rule on the assignment of costs at the time of the presentation of the award. The expenses of any witnesses shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts.

- L. Grievances involving “loss of pay” discipline or discharge shall be initiated at Step 2 — Sheriff.
- M. When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Union representative will be notified of his right to be present at the adjustment.
- N. The Union must use a grievance form that provides the information outlined in Section I. The Union shall have the responsibility for the duplication, distribution, and accounting of the grievance forms.

**ARTICLE 35**  
**UNIFORMS**

- A. The Sheriff shall designate the type, style, specifications, and kind of uniforms, accessories, equipment, and other items of clothing to be worn and utilized by the employees. Uniforms are to be proper fitting and changed as required in order to maintain cleanliness, sharpness and proper personal hygiene. No uniform will be worn in a revealing or offensive manner. Uniform loss or damage shall be reported to the 911 Coordinator and a request for replacement uniforms, accessories, equipment, and other items of clothing shall be made through the 911 Coordinator. The employee shall return to the Employer all uniforms, accessories, equipment, and other items of clothing that are not fit for use at the time of replacement. The 911 Coordinator will record the return of each item and forward documentation to the Account Clerk to be placed in the employee’s file.
- B. The Sheriff shall determine the appropriate uniform to be worn by the employees, and all employees are required to be in proper uniform upon reporting for, and while on, duty.

Employees working on Saturdays, Sundays and holidays shall be permitted to wear a white, black, gold, grey, or khaki colored polo shirt and black, grey, or khaki casual dress pants. The Sheriff may change this attire for special occasions and training with seventy-two (72) hours notice.

- C. Each employee shall have at least one (1) serviceable uniform available at all times. Each employee shall have a maximum of three (3) uniforms available.
- D. During the calendar year, the Employer will provide all full-time Communications Officers with a reimbursement account of \$350.00 for the maintenance of the uniform/clothing for the employment with the employer. In their first year of employment with the employer, newly hired employees will also be given a reimbursement account of \$350.00 for uniforms. In the event the employer-mandated uniforms exceed the \$350.00, the employer will provide new employees with the additional funds for purchasing mandatory uniforms. Seasonal items for new employees shall be issued before the onset of each season for the initial year.

- E. Subject to the provisions of this Article, the Employer shall pay the cost for repair or replacement of damaged or worn uniforms, required by the Employer, provided such damage was not the result of willful misuse or negligence on the part of the employee and did not result from activities unrelated to the employee's employment with the Employer. The employee shall present any damaged or worn uniforms, and other items of clothing for the 911 Coordinator's inspection prior to the Employer making any said repair/replacement. The Employer agrees to make all such repairs/replacements within a reasonable period of time following the employee's report of the need therefore and approval for repair/replacement by the 911 Coordinator. When the employee feels his/her uniform needs repaired, replaced or needs an additional item of the prescribed uniform, said employee will:
1. Complete a written request using the standard form for the replacement, repair or purchase of the uniform, equipment or accessory;
  2. Submit the request to the 911 Coordinator for approval;
  3. If the request is denied by the 911 Coordinator, the employee may submit the request to the Sheriff for further consideration;
  4. Upon approval of the request, the employee will place the order as indicated on the request form;
  5. The approved form will be submitted by the 911 Coordinator to the Account Clerk to be placed in the employee's file;
  6. Upon receipt of the invoice for said approved purchase, the Account Clerk will verify the invoice with the approved request and deduct said purchase from the employee's uniform allowance;
  7. If a uniform, equipment or accessory is purchased without the written approval of the 911 Coordinator, cost of said purchase will be solely the responsibility of the employee
- F. All uniforms, accessories, and other items of clothing purchased by the Employer shall remain the property of the County. Upon termination of employment, the employee shall return all such uniforms, accessories, and other items of clothing to the Sheriff prior to receiving his final paycheck. Any items not returned shall be deducted from the employee's final paycheck based upon their replacement cost at the time of the employee's termination. Such deduction shall be made without the employee's authorization.
- G. Clothing approved as appropriate uniform that may be purchased with the Uniform Allowance is as follows:

- 3 – Short Sleeve Black Class B uniform shirt with Communication patches, name patch, and badge. All patches will be sewn on and name patch not to exceed ½ inch in size.
- 3 – White crew neck t-shirts to be worn with the Black Class B uniform shirt.
- 3 – pair of Grey with black stripe Class B uniform pants
- 1 – Belt, black in color
- Flat soled boots / shoes, not to exceed \$100.00 in cost, Black in color
- Sweater / pullover with Sheriff's Office Logo, Black in color
- Jacket / coat with Sheriff's Office Logo, Black in color

- H. Employees will maintain a clean appearance and personal hygiene.
- a. Hair length will be above the collar and above the ear. (exception of women)
  - b. Facial hair will be limited to a standard mustache
  - c. Side burns will not go below the earlobe

**ARTICLE 36**  
**TRAINING**

- A. Subject to annual funding, employees will be provided with an opportunity to obtain at least forty (40) hours of appropriate and applicable training per calendar year in accordance with the status of each employee.
- B. The Sheriff in the exercise of his sole discretion shall determine the appropriateness and applicability of training for each employee, and all training must be authorized and approved by the Sheriff in advance.
- C. Employees who are OPBA union representatives will be excused from work duties with pay for OPBA training, for a total of forty (40) hours, to be split among the four (4) bargaining unit representatives.
- D. In the event an employee takes certification and/or recertification training and fails to pass the first exam, the employee will be responsible for the cost of any additional exams.

If an employee fails to pass their certification and/or recertification training on the final testing, the employee will be responsible for reimbursement to the county for the entire costs involved in the certification and/or recertification training and, if the certification is mandatory for the employee's classification, be the subject for disciplinary action up to and including termination of employment.

**ARTICLE 37**  
**MILITARY LEAVE**

Bargaining unit employees shall be provided leaves of absence for military service in accordance with applicable state and federal laws.

**ARTICLE 38**  
**COURT LEAVE**

- A. If an employee is called on for jury service or responds to a lawfully issued subpoena during the employee's scheduled working hours, the employee may request that he be compensated for such time spent during his scheduled working hours in one (1) of the methods specified below:
1. The employee may request that he receive his regular salary, in full, for such time; however, if his request is granted by the Sheriff, all moneys received as compensation for jury service or as subpoena fees shall be remitted by the employee to the Auditor; or
  2. The employee may request that he retain all moneys received as compensation for jury service or as subpoena fees and waive his regular salary, in full, for such time spent during his scheduled working hours; if the employee's request is granted by the Sheriff, the employee shall be charged with Vacation Leave or be placed on LOA for the period of his absence.
- B. If an employee is released from jury service, or completes his subpoena response, with two (2) or more hours remaining during his scheduled work day, he shall report for duty unless his request to have the absence charged against his accrued Vacation Leave, compensatory Time or to LOA has been previously granted by the Sheriff.
- C. If an employee is called on for jury service, or responds to a lawfully issued subpoena outside the employee's scheduled working hours, all moneys received as compensation for such jury service or subpoena response shall be retained by the employee.
- D. Employees shall not receive paid Court Leave when they must appear in court for criminal or civil cases being heard in connection with their own personal matters such as traffic court, divorce or dissolution proceedings, child custody, appearing with a juvenile, etc. Such absences must be approved in advance and at the employee's option, will be charged to either the employee's accrued Vacation Leave, Compensatory Time or to LOA.

- E. Prior to the date of his required jury service or subpoena response, an employee requesting paid Court Leave must submit the subpoena or letter from the Court to his Immediate Supervisor, along with his request for such leave.
- F. This Article shall not be applicable to employees appearing in Court or responding to subpoenas as part of their official duties as Office employees.

**ARTICLE 39**  
**SICK LEAVE**

- A. Sick Leave shall accrue at the rate of .0575 hours for each regular, non-overtime hour of service in active pay status, up to a limit of eight (80) hours of service per bi-weekly pay period. However, no employee shall accrue more than one hundred twenty (120) hours of Sick Leave (fifteen <15> days) per twelve (12) consecutive month period.
- B. For purposes of this Article (Sick Leave), active pay status shall exclude: (1) all leaves of absence without pay; (2) layoff; (3) overtime; (4) all hours worked for which the employee receives more than his normal rate of pay; (5) periods of suspension; and, (6) all absences without leave.
- C. Sick Leave usage shall be charged in minimum units of one-half (1/2) hour.
- D. Sick Leave usage shall be allowed only for those hours that an employee is regularly scheduled to work. Sick Leave payment shall not exceed the normal scheduled workday or workweek earnings, nor shall Sick Leave usage cause an increase therein. No employee shall receive Sick Leave payment for any workday, or any part thereof, when the employee receives any other form of compensation from the Sheriff, as, for example, in the case of holiday pay.
- E. Sick leave usage shall be allowed only for those hours that an employee is sick or for a medical or dental appointment to include driving to and from the appointment. If an employee chooses to be off any other part of the workday in connection with the appointment, the employee may use his/her accrued, but unused, vacation or compensatory time for the remainder of the workday.
- F. Employees failing to comply with Sick Leave rules and regulations shall not be paid. Falsification of Sick Leave applications and/or the filing of Sick Leave applications or documentation with the intent to defraud may result in the disapproval of Sick Leave, discharge of the employee, and refund to the Employer of salary or wages paid as a result thereof. It is the Sheriff's right to investigate any absence.
- G. An employee requesting Sick Leave shall complete and sign a standard, written application requesting the use of Sick Leave, or submit, in accordance with Section J of this Article, a certificate from a licensed physician or dentist stating the nature of the illness. Sick Leave shall not be approved or paid until the requesting employee has submitted the required application(s) and certificate(s) and the application has been approved by the Sheriff, or his designee. Authorization for any absence and the approval

of any request for Sick Leave requires, among other things, the timely submission of all leave forms to the employee's Immediate Supervisor.

- H. If unable to report to work due to illness or injury, an employee shall notify his Immediate Supervisor, or other designated person, not later than two (2) hours prior to the time he is scheduled to report to work. Unless other arrangements, satisfactory to the Sheriff or designee, the employee shall so report on each day of absence. When so reporting, the employee shall advise his Immediate Supervisor, or other designated person, of the reason for his absence. The employee shall submit the required written justification, documentation, or certificate relative to any absence on the first day that the employee reports to work following the absence. Failure to provide the written justification, documentation, or certificate as provided in this Article will result in disapproval of any request for authorization for the absence and disciplinary action for unauthorized absence, unless the employee can give satisfactory explanation as to why the written justification, documentation, or certificate cannot be so provided at that time.
- I. If an employee is unable to satisfactorily perform his job duties, has used Sick Leave in an excessive manner, or has exhibited a pattern of absence attributed by the employee to illness, the Sheriff, in determining the employee's physical and/or mental capacity to perform work for and represent the Office, may rely upon medical evidence submitted by the employee, or, in his discretion, the Sheriff may require the employee to submit to examination(s), paid for by the Employer and conducted by physicians and/or psychologists selected by the Sheriff.
- J. An employee using excessive amounts of Sick Leave, exhibiting a pattern of absence attributed by the employee to illness, or having an illness or disability exceeding three (3) consecutive work days, shall furnish a statement from his physician or dentist, notifying the Sheriff that the employee was unable to perform his job duties during the period of absence, and stating that the employee is now released to return to work. Where the employee applies for Sick Leave due to his attendance or presence being required in regard to his spouse or an individual living with the employee, whose close association with the employee is the equivalent of a spouse, or child, the employee shall furnish the Sheriff with a statement from the attending, treating, or examining physician indicating that the employee's attendance or presence is necessary.
- K. Sick Leave may be granted for absences due to the following reasons:
  - 1. Illness, injury, or pregnancy-related conditions of the employee;
  - 2. Exposure of an employee to a contagious disease, which could be communicated to and jeopardize the health of other employees or members of the public;
  - 3. Examination of the employee, including medical, psychological, dental, or optical examination by an appropriate practitioner, when such examination cannot reasonably be scheduled during non-working hours;
  - 4. Funeral Leave, as set out in Article 42 of this Agreement;

5. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family, provided the employee's attendance or presence is reasonable necessary for the health and welfare of the employee's immediate family member, which, for purposes of this Article, shall include the following: current spouse; or an individual living with the employee, whose close association with the employee is the equivalent of a spouse, father; mother; brother; sister; mother-in-law; father-in-law; daughter-in-law; son-in-law; child; grandchild; grandparent; legal guardian or any other person who stands in place of the employee's parent.
- L. If an employee would otherwise be eligible for the use of Sick Leave, he may utilize accrued Vacation Leave or compensatory time if he has exhausted all of his Sick Leave credit if the illness will last more than three (3) days. Employees who have exhausted all Sick Leave, Compensatory Time and Vacation Leave credits may, at the discretion of the Sheriff, be granted unpaid leave in accordance with the provisions of this and other Articles contained in this Agreement.
- M. Employees who transfer between County Offices or agencies, or from another public agency, or who are re-appointed or reinstated, will be credited with the unused balance of accrued Sick Leave, provided the time between separation, re-appointment, reinstatement, or transfer does not exceed five (5) years and the unused balance has not been eliminated by a prior conversion of Sick Leave at retirement or other separation. For the purposes of this Section M, the words "public agency" include the State, counties, municipalities, civil service townships, all Boards of Education, and other political subdivisions of the State.
- An employee who is reappointed or reinstated and wishes to be credited with the aforementioned unused sick leave shall notify the Employer within sixty (60) days of reappointment or reinstatement and supply the Employer with appropriate verification from the previous County Office or public agency of the amount of unused balance of accrued sick leave and other relevant information as needed by the Employer to affect the transfer.
- N. Upon disability or service retirement, under the Public Employees' Retirement System, from active service with the Employer, an employee shall be permitted to convert the accrued, but unused, Sick Leave to this credit in accordance with the provisions of Article 15 (Severance Pay) of this Agreement.
- O. As an incentive to reduce use of sick days taken by employees, employees will be credited with forty (40) hours of compensatory time at the beginning of each year. Said compensatory time will not be available for use until the first pay period of the following year, providing the employee has a balance of time credited. For each hour used throughout the year, one hour will be deducted from the forty (40) credited hours. In the first pay period of the following year, the balance of the credited hours will be recorded to the employee's accrued compensatory time and will be available for use.

Example	Hours Credited	+40
	24 Hours sick used in Yr	<u>-24</u>
	Balance put in comp Hrs.	16.0 hrs

- P. An employee who has been properly prescribed narcotics or pain medication or medication that will result in drowsiness, the employee must notify the Sheriff, or his designee, of such medication if the employee will be under the influence during the course of his or her shift.

**ARTICLE 40**  
**MEDICAL LEAVE**

- A. The Sheriff may grant a leave of absence, without pay, to an employee having a disabling illness, injury, or medical condition, providing that all of the employee's accrued Vacation, Sick, and Compensatory Time leaves have been exhausted prior to the application for such Medical Leave. The granting of such a Medical Leave shall be subject to all of the rules regarding an LOA, as set out in Article 43 (Leave of Absence Without Pay). All applications for Medical Leave must be accompanied by written evidence of the nature of the illness, injury, or condition necessitating the leave, as well as an indicated probable date of return to active work status.
- B. In cases where an employee's disabling illness, injury, pregnancy, or other medical condition prohibits the employee from performing the usual, customary, substantial, and material duties of the employee's position, the Sheriff may require the employee to begin Sick Leave or Medical Leave. Reinstatement shall again be subject to the rules governing the return from an LOA, as set out in Article 43 (Leave of Absence Without Pay).
- C. A Medical Leave, which is necessitated by pregnancy, childbirth, and/or related medical conditions, shall take into account and provide for the employee's individual capacities, as well as the employee's medical status, and such leave shall be granted for a reasonable period of time.
- D. The results of a medical examination, or other satisfactory written documentation, substantiating the cause, nature, and extent of the disabling illness, injury, or other medical condition shall be submitted to the Sheriff before any Medical Leave request can be considered.
- E. An employee, who has been granted a Medical Leave, is subject to all of the rules regarding return from and abuse of LOA, as set out in Article 43 (Leave of Absence Without Pay).
- F. An employee, who requests reinstatement from a Medical Leave, shall submit medical documentation establishing that the disabling illness, injury, or medical condition no longer exists, and such documentation must also show that the employee has recovered sufficiently from the disabling illness, injury, or medical condition so as to be able to perform the usual, customary, substantial, and material duties of the position to which

reinstatement is sought. The cost of such examination or documentation shall be paid by the employee.

- G. An employee, who fails to apply for reinstatement or fails to secure an extension within three (3) work days after the expiration of a Medical Leave shall be ineligible for reinstatement and shall be deemed to have resigned from the Office's service as of the effective date of such Medical Leave.
- H. The Union recognizes that the Employer shall be free to take whatever measures the Employer deems appropriate in order to assure the Office compliance with the Americans With Disabilities Act when the Sheriff reviews and considers an application for Medical Leave or an employee's request for reinstatement upon or following expiration of the employee's Medical Leave.

**ARTICLE 41**  
**FAMILY/MEDICAL LEAVE (FML)**

The parties agree the employer shall provide Family and Medical Leave in accordance with the Employer's policy which shall comply with Federal Law for FMLA. The employer agrees to provide each bargaining unit member with a copy of the county's FMLA policy within thirty (30) days of execution of this Agreement.

**ARTICLE 42**  
**FUNERAL LEAVE**

- A. Upon request, the Sheriff may grant an employee up to a maximum of two (2) consecutive workdays off as paid funeral leave in the event of the death of the employee's spouse, or in individual living with the employee, whose close association with the employee is the equivalent of a spouse; parent; brother; sister; child; grandchild; grandparent; legal guardian or any other person who stands in place of the employee's parent; or the employee's spouse's or individual living with the employee, whose close association with the employee is the equivalent of a spouse's parents; brother; sister; child; grandchild; grandparent; legal guardian or any other person who stands in place of the spouse's legal guardian. Said hours are not to be deducted from the employee's accrued but unused leave.
- B. Upon request, the Sheriff may grant up to an additional five (5) days off as paid funeral leave, to be deducted from the employee's accrued, but unused vacation leave or compensatory time in the event of the death of a person listed in section A of this article.
- C. The period of such Funeral Leave shall include the actual date of the funeral or comparable services.
- D. Funeral Leave will not be granted for days following the funeral or comparable service, except in the following cases:

1. The death of an immediate family member, who resided in the employee's home at the time of death;
  2. The death of an employee's current spouse, or an individual living with the employee, whose close association with the employee is the equivalent of a spouse, child, father, mother, legal guardian or any other person who stands in place of the employee's parent;
  3. Where attendance at a funeral or comparable service requires the employee to travel out of the State.
- E. No employee shall be granted paid Funeral Leave for any day, or part of a day, that falls on a paid holiday, is a part of the employee's Vacation Leave, or any other day when the employee is not scheduled to work. This Article is not intended to automatically provide an employee with any certain number of days of pay in the event of death in the employee's immediate family. Rather, it is intended to permit the employee to utilize accrued Leave when the employee is unable to work on a scheduled workday due to such death.

**ARTICLE 43**  
**LEAVE OF ABSENCE WITHOUT PAY ("LOA")**

- A. Upon written request, the Sheriff may grant Leave of Absence Without Pay ("LOA") to an employee for a period not to exceed one hundred eighty (180) consecutive calendar days. This written request shall specify the exact reason(s) why LOA is needed. The authorization of an LOA is a matter of administrative discretion, and any such leave will be granted solely in the exercise of the Sheriff's judgment and sole discretion.
- B. If an employee fails to return to duty at the completion of an LOA, he will be considered as having resigned. An employee, who falsely or fraudulently obtains LOA, shall be subject to discipline, up to and including discharge.
- C. No employee will be granted LOA for the purpose of seeking other employment, entering the employment of another employer, or becoming self-employed. If an employee is found to be employed by another employer or to be self-employed while on LOA, he will be offered an opportunity to resign from service with the Employer. If the employee fails or refuses to resign, then the employee may be discharged.
- D. Seniority shall accumulate during LOA subject to the provisions of Article 25 (Seniority). However, while on LOA, an employee will not receive any economic or fringe benefits (including health care coverage) and shall earn no Vacation or Sick Leave credit.
- E. An employee must exhaust all of his accrued leave of every kind (except Sick Leave) prior to requesting LOA.

- F. Employees must submit their written requests for LOA to the Sheriff not later than sixty (60) consecutive calendar days prior to the proposed commencement date of the requested LOA. However, the Sheriff may waive this sixty (60) days requirement in those cases, which he deems to be emergencies.
- G. Upon completion of an LOA, the employee will be returned to the position he occupied at the time his LOA commenced, or to a similar position if the employee's former position does not exist at the time the employee returns from LOA, if a position exists. If the position does not exist due to layoff or the position has been abolished, the employee's classification seniority shall be applied to determine the order of layoffs regardless of the employee's LOA status. If another person has been employed to replace the employee who is on LOA, such replacement employee will be terminated upon the return of the employee from LOA. However, if there is a vacancy in the Office at the time the replacement employee is terminated, such employee will be considered, along with any other applicants, for such vacancy, provided he is qualified therefore.
- H. An employee on LOA may return to work prior to the scheduled expiration date of the LOA if the employee so requests and the early return is approved by the Sheriff. If an employee fails to return to work at the expiration of his LOA, he shall be considered as having resigned, effective at the close of the last day he worked prior to commencement of his LOA.
- I. LOA shall not be utilized to extend an employee's date of resignation or retirement.

**ARTICLE 44**  
**DISABILITY SEPARATION**

- A. Disability Separation Procedures:
  - 1. In the event an employee has demonstrated an inability to perform the essential functions of his or her job or when determining an employee's mental or physical ability to perform work for and represent the Employer, medical evidence presented by the employee may be relied upon or, in its discretion, the Employer may require the employee to submit to an examination conducted by a licensed physician or psychologist who is selected and paid by the Employer. The Employer may place the employee on paid administrative leave of absence pending the examination. If the employee is determined to be unable to perform the essential functions of his or her job, the employee will be temporarily placed on available leave time until a final determination can be made regarding the employee's ability to perform the essential functions of the employee's position. The disability separation process shall be governed by the provisions in this Article and the applicable policy.
  - 2. A disability pre-separation hearing will be scheduled within fourteen (14) calendar days, but no sooner than twenty-four (24) hours, from the Employer's receipt of the report of the physical examination as outlined above, with the Employer and/or designee, the employee and the OPBA Representative to review the

findings from the Employer's examination(s). The parties may mutually agree to extend the fourteen (14) day period for holding the hearing. At the hearing, the employee may present any substantive medical evidence which the employee believes refutes the findings from the previous examination(s). If the employee has reason to doubt the findings from the previous examination(s), the employee may submit the results of a second examination conducted by a professional selected and paid for by the employee.

3. Based on the substantive medical evidence supplied at the disability pre-separation hearing, the Employer shall make a decision as to the employee's fitness for duty. If the Employer determines the employee is capable of performing his or her essential job duties, the employee shall be returned to work. If the Employer determines that the employee is unable to perform his or her essential job functions, the Employer shall issue a decision stating the basis for the decision, and the employee shall be placed on the appropriate paid leave, family medical leave, or may be disability separated. If the Employer determines the employee is capable of performing his or her essential job duties, the employee shall be returned to work, and the employee shall suffer no loss of pay or benefits for the time the employee was placed on sick leave or placed on leave without pay by the Employer.
  4. An employee who disagrees with the determination that he or she is unable to perform essential job functions shall have the right to appeal in writing by requesting arbitration pursuant to Article 34. This request shall be submitted to the Sheriff fourteen (14) calendar days of the employee's receipt of the written determination from the disability pre-separation hearing.
- B. Any appointment made to a position vacated due to a Disability Separation will be on an interim basis, and the appointed employee must be made fully aware of the interim nature of his appointment. However, if the employee returning from Disability Separation is reinstated to another position, the interim appointment may be made permanent.
  - C. Reinstatement rights following Disability Separation extend for two (2) years from the date it is approved. When an employee returns from Disability Separation, he will be reinstated to the same or a similar position within thirty (30) consecutive calendar days after making written application and passing a medical examination showing full qualifications to perform the duties of the position. The examination shall be conducted by a physician designated by the Sheriff, and its cost shall be paid by the employee. If continuing disability precludes reinstatement, the employee may exercise his right to apply to his retirement fund for Disability Retirement.
  - D. If an employee fails to return from Disability Separation and does not take Disability Retirement, he shall be considered as having resigned.

**ARTICLE 45**  
**VACATION**

A. After one (1) year of employment with the Employer, an employee shall be entitled to the following maximum vacation leave, with pay, based upon length of continuous employment and hours of service:

<b><u>Length of Service</u></b>	<b><u>Maximum Annual Vacation Leave</u></b>
Less than one (1) year	None
One (1) year, but less than 5 (5) years	Ten (10) days (eighty (80) hours)
Five (5) years, but less than ten (10) years (120) hours	Fifteen (15) days (one hundred twenty)
Ten (10) years, but less than fifteen (15) years	Twenty (20) days (one hundred sixty (160) hours)
Fifteen (15) years, but less than twenty-five (25) years	Twenty-five (25) days (two hundred (200) hours)
Twenty-five (25) years, or more	Thirty (30) days (two hundred forty (240) Hours)

B. Employees shall earn vacation leave, up to the maximum amounts set out above, on the basis of the number of hours worked (except overtime hours) or in active pay status during the bi-weekly pay period in accordance with their length of service and the following schedule:

<b><u>Length of Service</u></b>	<b><u>Factor Per Hour Worked</u></b>
Less than one (1) year	.03875
One (1) year, but less than five (5) years	.03875
Five (5) years, but less than ten (10) years	.0575
Ten (10) years, but less than fifteen (15) years	.0775
Fifteen (15) years, but less than twenty-five (25) years	.09625
Twenty-five (25) years or more	.115385

- C. Until an employee has completed one (1) continuous year of employment with the Employer, the employee will not be entitled, under any circumstances, to any paid Vacation Leave, nor to any payment of accrued Vacation Leave. Each employee's vacation period shall begin on the first anniversary date of the employee's most recent employment with the Employer, and accrued Vacation Leave shall be taken by an employee between the twelve (12) month period in which it was accrued and the employee's next succeeding employment anniversary date.
- D. In the case of death or retirement (including permanent disability retirement), Vacation Leave credit will be pro-rated based upon the date of the employee's death or retirement.
- E. An injured or ill employee may elect to use accrued, but unused, paid Vacation Leave if the employee's paid Sick Leave has been exhausted, provided: (1) the illness or injury is such that it would have warranted authorized Sick Leave; and (2) the employee is not receiving, or entitled to, Workers' Compensation benefits (unless the employee has assigned such Workers' Compensation benefits to the Employer as provided elsewhere in this Agreement).
- F. Vacation Leave shall be scheduled only in accordance with the Office workload requirements and operational needs. All Vacation Leave must first be approved by the employee's Immediate Supervisor and authorized by the Sheriff.
- G. The Sheriff retains the authority to determine the number of employees within a bargaining unit who may be on Vacation Leave at the same time, and all Vacation Leaves are subject to cancellation in the case of emergency. The Sheriff also retains the right to designate certain periods of time when an employee may be on Vacation Leave.
- H. Vacation Leave shall be charged in minimum units of one (1) hour, and all Vacation Leave must be approved and authorized in advance of its use. If the employee desires to take more than three (3) days Vacation Leave, he must submit his request therefore at least fourteen (14) consecutive calendar days in advance. The Sheriff, at his discretion, may waive the fourteen (14) -day advance notice requirement. If the request is for three (3) days, or less, the request must first be approved by the employee's Immediate Supervisor and authorized by the Sheriff.
- I. If a holiday (as specified in Section A. of Article 53 (Holidays) is observed on a day when an employee is on Vacation Leave, the employee shall receive the specified holiday pay for said observance, but no Vacation Leave pay therefore. The employee will not then be charged for Vacation Leave usage on that day. However, to receive such holiday pay, the employee must otherwise be eligible therefore in accordance with the provisions of Article 46 (Holidays).
- J. Vacation Leave shall normally be taken within the twelve (12) month period following the employee's anniversary date. If it becomes necessary to carry over accrued Vacation Leave due to the Office operational needs and/or workload requirements, an employee will be allowed, upon authorization by the Sheriff, to carry over vacation leave not more than three (3) years (according to RC 325.19(C)). Any such accrued, but unused,

Vacation Leave in excess of three (3) years shall not be carried over, but shall, instead, be forfeited. In no case may an employee take his Vacation Leave early (in other words, prior to the employee's anniversary date for a given year).

- K. For the purpose of calculating Vacation Leave accrual for those employees hired by the Employer on or after June 7, 1987, there shall be no credit for any prior service the employee has with the Employer, any county, the State, or any political subdivision of the State (or any other state). Length of service for the purpose of calculating Vacation Leave accrual for employees hired prior to June 7, 1987, shall be computed according to the employee's total prior service with the Employer, the State, or any political subdivision thereof. In either case, prior service is not required before eligibility for Vacation Leave is established. An employee, who has retired in accordance with the provisions of PERS, any retirement plan offered by the State, and who is subsequently hired by the Employer after June 7, 1987, shall not have his prior service with the Employer, the State, or any political subdivision of the State counted for the purpose of computing Vacation Leave. Vacation Leave accrual for such employee shall be based only upon the employee's current service that is being accrued with the Employer.

#### **ARTICLE 46** **HOLIDAYS**

- A. Whether he works on such holiday or not, an employee shall receive eight (8) hours pay at his regular straight-time hourly rate for the following holidays (subject to the provisions of this Article), unless prior to the end of the pay period in which the holiday is observed, the employee requests that he be credited with eight (8) hours of Compensatory Leave in lieu of such eight (8) hours pay:
1. New Year's Day
  2. Martin Luther King Day
  3. Presidents' Day
  4. Memorial Day
  5. Independence Day
  6. Labor Day
  7. Columbus Day
  8. Veterans' Day
  9. Thanksgiving Day

10. Christmas Day

11. Employee's Birthday

- B. In order to be eligible for this Holiday Pay, an employee must work on both his last scheduled workday immediately preceding such holiday observance and his next scheduled workday immediately following the holiday observance. For the purposes of this article, the term "work" shall include approved Sick Leave, Vacation Leave, and/or Compensatory Leave. If an employee is scheduled to work on a holiday observance and does not report for work, he shall not be entitled to Holiday Pay unless his absence is authorized and approved in accordance with the Sick Leave provisions contained elsewhere in this Agreement.
- C. For those employees who work Monday through Friday, holidays shall be observed on the date designated by the Sheriff. For those employees who work other than Monday through Friday, holidays will be observed on the actual date of the holiday.
- D. If an employee, who is eligible for the Holiday Pay referred to in Section A above, works on a holiday listed in said Section A, excluding employee's birthday, then for such hours actually worked, the employee shall be compensated at the rate of one and one-half (1 ½) times his usual straight-time hourly rate of pay unless, prior to the end of the pay period in which holiday work was performed, the employee submits a request that he be credited with Compensatory Leave in lieu of such monetary payment. Those hours worked by an employee on a holiday and for which the employee is so credited with Compensatory Leave will not be counted as hours worked for purposes of calculating entitlement to overtime. Likewise, the eight (8) hours of Holiday Pay paid to an employee pursuant to Section A of this article shall not be counted as hours worked for purposes of calculating entitlement to overtime.
- E. If the employee's birthday falls on a day when the employee is not scheduled to work, the Sheriff, in the exercise of his discretion, will determine whether the employee takes either the preceding or next following scheduled day off. If the employee is required to work on his birthday, he shall be given a subsequent day off at a time to be scheduled by mutual agreement between the employee and his Immediate Supervisor.
- F. Any week day, or part of a day, in which the courthouse is declared closed due to an emergency or to observe a special occasion, for which the courthouse employees receive pay, other than those listed in Article 46 (Holidays), Section A, shall entitle the bargaining unit member to the same additional compensation in compensatory time. This would exclude any day in which the courthouse has exchanged their holiday for a different day. (eg. Courthouse is open on one of the listed holidays and closes the day after Thanksgiving to observe that holiday.)
- G. Any employee who works Christmas Day or Thanksgiving Day will receive their regular rate of pay plus two (2) times their regular rate of pay (triple time).

- H. An employee who works on Easter Sunday, will be paid at a rate of time and a half their regular rate of pay for those hours worked.

**ARTICLE 47**  
**COURT TIME**

- A. When an employee is required, in the line of duty, to attend court or a court-ordered function during hours outside his scheduled work shift, he shall be compensated for such additional hours.
- B. If the employee's appearance involves less than two (2) hours time (including round-trip travel time from the employee's home to court), the employee shall receive a minimum of two (2) hours pay at his usual rate of pay. If the employee's appearance involves more than the two (2) hours, the employee shall receive pay in the amount of hours actually worked. Court Time shall count as hours worked for the purposes of this Agreement.

**ARTICLE 48**  
**MEETINGS AND TRAVEL EXPENSES**

Putnam County Sheriff's Office (PCSO) employees will receive reimbursement for allowable expenses incurred while traveling on official business for the Sheriff's Office. Employees are eligible to receive expense reimbursement only when travel has been requested in writing and authorized in advance by the Sheriff or his designee. Appropriate receipts documenting claimed expenses shall be submitted. Overnight travel expense reimbursement also requires advance approval of the Sheriff or his Designee. These expenses are limited to the Sheriff, the Sheriff's employees, or other persons approved by the Sheriff, when related to Sheriff's Office Operations or investigations. Only expenses for hotel and meals may be paid for by a personal credit card or debit card. All other expenses must be paid for by cash, debit card, or P.O.

- A. Allowable expenses: The following items are reimbursable, subject to the regulations listed in this article and the employee's compliance with applicable procedures;
1. Commercial Air Flights: Reimbursement is available for air flight expenses only when the cost of air flight is less than the cost of automobile mileage or when travel time is significant. *Receipt Required*
  2. Bus, Limousine, or Taxi: Employees shall use the most economical means available when traveling on department business. *Receipt required*
  3. Automobile: Whenever possible, the Sheriff, or his designee, will assign a county vehicle for travel to and from meetings, If no County vehicle is available and an employee is required to use a privately owned vehicle, the employee shall be reimbursed at a rate in accordance with the resolution by the Commissioners. Such payment is considered total reimbursement for all vehicle related expenses (e.g., gas, oil, depreciation, etc.)

Mileage reimbursement is payable to only one (1) of two (2) or more employees traveling on the same trip, in the same vehicle. Rental of a vehicle is not reimbursable without prior approval of the Sheriff or his designee. The employee must have adequate insurance coverage on the privately owned vehicle used for County business. No reimbursement will be made to any employee for expenses incurred in connection with travel between the employee's home and the Sheriff's Office.

4. Meals: Reimbursement of reasonable cost incurred for meals while on official county business will be reimbursed at actual cost up to the maximum allowance. If meals are included in the registration fees, duplicate meals shall not be reimbursable. No meals will be reimbursed for travel within the County unless specifically authorized by the Sheriff.

Employees traveling outside Putnam County on official business for more than twenty-four (24) hours, may accumulate the amounts listed above for meals. Costs will not exceed the total maximum allowable per day of \$40.00 tip included without the Sheriff's approval. *Receipt Required*

Meals may be furnished for non-employees if related to official business and approved by the Sheriff. The allowable costs are the same as for employees and documentation must be supplied.

*The Sheriff, in his sole discretion, may approve higher amounts when applicable due to location of travel, the seminar, etc.*

5. Lodging: An employee will be reimbursed for reasonable and necessary lodging expenses when travel requires an overnight stay and the employee travels over fifty (50) miles from the Sheriff's office. The room will be at the single room rate, unless more than one employee shares a room and there is an increased cost for additional occupants. *Receipt Required*

With prior approval of the Sheriff, a spouse or other family member may accompany an employee and share a room providing there is no additional expense to the county, and the spouse or family member does not interfere with the employee's assignment.

6. Phone Calls: Employees will be reimbursed for phone calls that are for official county business only. *Receipt required.*
7. Parking and Tolls: Expenses for parking, highway, bridge and tunnel tolls are reimbursable. Parking expenses in or outside the County are reimbursable providing the employee is on official business. *Receipt Required*

B. Ineligible Expenses: The following items are not eligible for reimbursement:

1. Tips (non-food items);

2. Alcoholic Beverages;
  3. Entertainment;
  4. Laundry and Dry Cleaning;
  5. Room Service Charges;
  6. Movies (in room or otherwise);
  7. Traffic Violation;
  8. Expenses of spouse or other family member traveling with the Employee;
  9. Any allowable expense where a receipt is required but not provided as documentation by the employee;
  10. Employees are prohibited from accepting for personal use, any frequent flyer miles or gifts associated with a purchase made with county funds.
- C. Expenses requiring Prepayment: Expenses requiring prepayment (for out of county travel, i.e., seminars, conferences, training, etc.) may be approved and made to the appropriate vendor. Money may be advanced to the employee subject to limitations of this article.
- D. Out of County Travels: All out of county travel must be approved by the Administration before travel.
1. Upon an employee's return from approved out of county travel, allowable expenses for which the employee desires to be reimbursed must fill documented on the Travel Expense Record and attach receipts for expenses incurred. This form must then be presented to the Sheriff or his designee for approval.
- E. Sales Tax Exemption: Employees shall submit a sales tax exemption form to restaurants and hotels when applicable, to eliminate the need to pay sales tax when traveling on official business.
- F. Expenses: The person in charge of paying bills at the PCSO will submit requests for prepayment of registrations and/or hotels to the Board of County Commissioners. If expenses are to be paid from an outside fund, requests for prepayment or registration and/or hotels must be submitted to the Sheriff.

Upon return, the employee shall complete and submit a Travel Expense Record form with paid receipts from vendors to the Sheriff or his designee. The Sheriff or his Designee shall review the documentation and forward the approved form, along with all receipts, to the County Auditor if applicable.

- G. No Attendance: Employees will not be reimbursed for unattended meetings, conferences, training, or conventions without reasonable excuse and shall be personally liable for such registration fee.
- H. Wages During Travel: If an employee is traveling on official business during his normal working hours, said employee will receive his wages at his regular straight time rate of pay.

If the employee is traveling to and from a meeting, training, conference or other official business on the same day, the employee will receive his wages at a rate of time and one half (1.5) during those hours prior to and after his scheduled shift, unless his schedule has been adjusted.

If an employee is attending a meeting, training, conference or other official business on a particular day and decides to travel the night before, the employee will not receive compensation for said travel unless the travel is during his normal working hours. Compensation for normal working hours is at the employee's regular straight time rate of pay.

- I. Hours of Training: If an employee attends training during his scheduled shift and is released from training prior to the end of his shift, Employee is expected to return to his scheduled shift unless the travel time from the training takes him past the end of his shift. If the employee wishes, he may submit a request for time off for the balance of his shift after the end of his travel time.

If an employee attends training during his scheduled day off, employee will be compensated for the training at a rate of time and one half (1.5) unless the Employees work schedule has been adjusted.

#### **ARTICLE 49** **DURATION**

- A. This agreement shall be effective as of 12:01 a.m., January 1, 2016, and shall remain in effect until twelve o'clock midnight, December 31, 2018.
- B. If either party desires to terminate, amend or modify this Agreement or to negotiate a successor Agreement, it shall notify the other, in writing of such desire no earlier than one hundred twenty (120) consecutive calendar days prior to the expiration date specified in Section A above, nor later than ninety (90) consecutive calendar days prior to said expiration date. The parties shall commence negotiations not later than twenty-one (21) consecutive calendar days following receipt of such notice.
- C. The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining. The parties further state that the complete understandings and agreements arrived at by and between them after the exercise of that right are set forth in this Agreement. Therefore, the provisions of this

Agreement constitute the entire collective bargaining Agreement between the Sheriff and the Union, and all prior agreements, practices, and policies, either verbal or written, are hereby canceled.

- D. The parties understand and agree that subjects or matters covered in this Agreement may be modified or amended by mutual consent and agreement of the parties, but such modifications or amendments shall not be binding upon either party unless they are reduced to writing and signed by authorized representatives of both parties.

## ARTICLE 50 WAGES

- A. Wages to be paid employees during the term of this Agreement are set forth in the accompanying Appendix A, which, by reference thereto, is incorporated in and made a part of this Agreement.
- B. Employees in their first five (5) years of service will receive a step increase in accordance with the following: Beginning on the effective date of this contract, employees who are hired in the months of January through June, will receive their first step increase in the January immediately following their date of hire. Beginning on the effective date of this contract, employees who are hired in July through December, will receive their first step increase in the January immediately following their first anniversary date. After the initial step increase, employees in grades 2 through 5 will receive their step increase each year in accordance with Section C of this Article. Effective January 1, 2016, all Communications Officers still on the steps will receive a two percent (2%) wage increase. Effective January 1, 2017, all Communications Officers still on the steps will receive a two and one-half percent (2.5%) wage increase. Effective January 1, 2018, all Communications Officers still on the steps will receive a three percent (3%) wage increase. It is further agreed that the aforementioned wage increases will also be applied to the steps contained in Appendix A of the Communications Officers' CBA.

The base rate for Communications Officers no longer on the steps will be increased as follows: effective January 1, 2016 – three percent (3%) increase; effective January 1, 2017 – two percent (2%) increase; and effective January 1, 2018 – two percent (2%) increase.

If, after computing the annual increase for the appropriate year of the agreement, any Communication Officer no longer on the steps would make less than the Grade 5 wage as contained in Appendix A, then they will be paid at the Grade 5 rate as contained in Appendix A.

For the duration of this agreement only (2015-MED-10-1110), these employees shall also receive one (1) personal day for 2016 and 2017. Said personal day shall be used in the year in which it was earned and shall not carry over. The scheduling of personal days shall be scheduled in accordance with Article 45, Vacation.

- C. New wages will become effective on the onset of the pay period in which January 1<sup>st</sup> falls, regardless of whether the pay period begins in December of the previous year.
- D. The dispatcher, who are assigned by the Sheriff to supervise the dispatchers, shall receive additional compensation of fifty cents (\$.50) cents per hour worked. The dispatcher assigned by the Sheriff to perform the duties of TAC Officer shall receive a two hundred fifty dollar (\$250.00) stipend once per year. All such supervising assignments shall be made in the sole discretion of the Sheriff.

**ARTICLE 51**  
**RETIREMENT**

- A. When an employee has made the decision to retire, upon giving notice to OPERS, but no later than thirty (30) calendar days prior to the date of retirement the employee will notify the Sheriff in writing of his/her intent to retire and the effective date.
- B. If the employee fails to provide notice to the Sheriff, in writing, of his/her intent to retire in accordance with the time frame above, the employee will forfeit ten percent (10%) of the severance pay the employee would have otherwise been entitled to under Article 15, Severance Pay.
- C. If an employee formally rescinds his or her retirement application from OPERS the employee may also rescind their notice of retirement to Sheriff provided that the date of retirement has not already passed.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this 10 day of June, 2016.

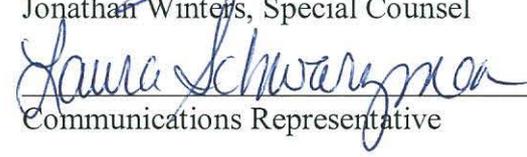
FOR THE EMPLOYER:

FOR THE OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION

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Travis Jerwers, Member

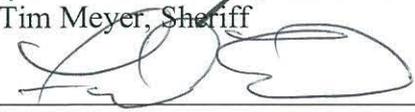
  
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Jonathan Winters, Special Counsel

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Vince Schroeder, Chairman

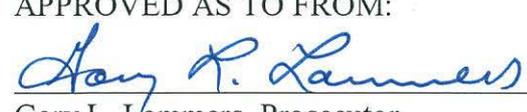
  
\_\_\_\_\_  
Laura Schwarzman  
Communications Representative

\_\_\_\_\_  
John Love, Vice Chairman

  
\_\_\_\_\_  
Tim Meyer, Sheriff

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

APPROVED AS TO FROM:

  
\_\_\_\_\_  
Gary L. Lammers, Prosecutor  
Putnam County, Ohio

RECORDED BY:

\_\_\_\_\_  
Betty Schroeder, Commission Clerk

Resolution # \_\_\_\_\_ - \_\_\_\_\_

**APPENDIX A**  
**COMMUNICATIONS OFFICER**

Effective January 1, 2016

<b>Grade 1</b>	<b>Grade 2</b>	<b>Grade 3</b>	<b>Grade 4</b>	<b>Grade 5</b>
\$29,885.96	\$31,095.91	\$32,307.07	\$33,517.02	\$34,857.70

Effective January 1, 2017

<b>Grade 1</b>	<b>Grade 2</b>	<b>Grade 3</b>	<b>Grade 4</b>	<b>Grade 5</b>
\$30,633.11	\$31,873.31	\$33,114.75	\$34,354.95	\$35,729.14

Effective January 1, 2018

<b>Grade 1</b>	<b>Grade 2</b>	<b>Grade 3</b>	<b>Grade 4</b>	<b>Grade 5</b>
\$31,552.10	\$32,829.51	\$34,108.19	\$35,385.60	\$36,801.01