

09-13-16  
16-MED-01-0017  
2531-04  
K34713



**AGREEMENT**  
**BETWEEN THE**  
**WAYNE COUNTY SHERIFF**  
**AND THE**  
**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**  
**CORRECTIONS OFFICERS**

**Case No. 2016-MED-01-0017**

**Effective Upon Adoption**

**Expires June 30, 2018**

## TABLE OF CONTENTS

	<u>Page</u>
Preamble/Purpose .....	1
Article 1 Union Recognition.....	1
Article 2 Union Dues Check-Off.....	1
Article 3 Management Rights .....	2
Article 4 Labor/Management Meeting.....	3
Article 5 Non-Discrimination .....	4
Article 6 Employee Rights.....	5
Article 7 Union Bulletin Boards .....	5
Article 8 Health and Safety.....	6
Article 9 Probationary Periods.....	6
Article 10 No Strike/No Lockout.....	6
Article 11 Policies and Procedures .....	7
Article 12 Union Representation .....	7
Article 13 Seniority.....	8
Article 14 Layoff and Recall.....	9
Article 15 Leaves of Absence .....	10
Article 16 Disciplinary Procedure .....	10
Article 17 Grievance Procedure.....	12
Article 18 Hours of Work/Scheduling .....	15
Article 19 Overtime Compensation .....	16
Article 20 Wages.....	17
Article 21 Court Time.....	17
Article 22 Uniforms .....	17
Article 23 Sick Leave.....	17
Article 24 Conversion of Unused Sick Leave.....	19
Article 25 Personal Leave.....	19
Article 26 Insurance Benefits.....	20
Article 27 Holidays .....	20
Article 28 Vacation .....	21
Article 29 Compensatory Time.....	23
Article 30 Miscellaneous .....	23
Article 31 Drug and Alcohol Testing.....	26
Article 32 Injury Leave.....	28
Article 33 Residency.....	29
Article 34 Severability .....	29
Article 35 Zipper Clause/Mid-Term Bargaining .....	29
Article 36 Preemption of Statutory Rights.....	30
Article 37 Waiver In Case of Emergency .....	30
Article 38 Duration of Agreement .....	30
Signature Page .....	32
Appendix A OPBA Application for Membership/Authorization for Dues Deduction.....	33
Appendix B Grievance Appeal Form .....	34
Appendix C Pre-Retirement Sick/Vacation Leave Conversion Policies .....	37
Memorandum of Understanding 2016 Wage Increase .....	38
Side Agreement #1 Roll Call .....	39
Side Agreement #2 OPOTA Training.....	40

## PREAMBLE/PURPOSE

This agreement is made and entered into by the Wayne County Sheriff, hereinafter referred to as the "Sheriff," "Appointing Authority," or as the "Employer," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "Union," and has as its purpose the following: to comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth in entirety the full and complete understanding and agreements between the parties governing wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

## ARTICLE 1 UNION RECOGNITION

**Section 1. Included.** The Employer recognizes the Union as the sole and exclusive representative for those full-time employees in the classification of Corrections Officer.

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

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

## ARTICLE 2 UNION DUES CHECK-OFF

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

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

**Section 3.** The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee eligible for membership in the bargaining unit upon the individual employee voluntarily signing a written authorization for dues deduction. Employees will sign the Payroll Deduction Authorization Form along with a copy provided to the Employer or designee in order to receive dues check off. The Employer or designee will send an authorization form and a copy to the County Auditor's Office. Upon receipt of the proper authorization form, the Auditor will deduct Union dues from the payroll check for the pay period following the pay period in which the authorization was received and dues are deducted by the Employer. Payroll Deduction Authorization Form, Appendix A, shall be provided by the Union through the administrative assistant.

**Section 4.** It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article, and the Union hereby agrees that it will

indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 5.** The Employer shall be relieved from making such “check-off” deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the voluntary check-off authorization in accordance with its terms or with applicable law.

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

**Section 7.** It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions. If a claim of error is made to the Employer, in writing within thirty (30) days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected at the next pay period that Union dues are normally deducted by deducting the proper amount from the pay of the employee to correct said error. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

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

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

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

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

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

to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

- A. to manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for cause, and to maintain discipline among employees;
- B. to manage and determine the location, type, and number of physical facilities, type of equipment, programs, and the work to be performed;
- C. to determine the office's goals, objectives, programs, and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;
- D. to determine the size and composition of the work force and each department's organizational structure, including the right to layoff employees from duty due to lack of work or lack of funds;
- E. to promulgate and enforce reasonable work rules, policies, and procedures;
- F. to require employees to use or refrain from using specified equipment, uniforms, weapons, and other tools of duty;
- G. to determine the hours of work, work schedules, and to establish the necessary work rules for all employees;
- H. to determine when a vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- I. to determine the necessity to schedule overtime and the amount required thereof;
- J. to determine the office's budget and uses thereof; and,
- K. to maintain the security of records and other pertinent information.

#### **ARTICLE 4** **LABOR/MANAGEMENT MEETING**

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

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

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which affect bargaining unit members;
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
- F. Consider and discuss health and safety matters relating to employees.

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

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

**Section 1. Union Membership/Affiliation.** The Union agrees to represent all employees occupying classifications in the bargaining unit, irrespective of whether or not they are a member of the Union, without discrimination. There shall be no intimidation or coercion of employees into joining the Union or continuing their membership therein. The Employer agrees not to interfere with the rights of eligible employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or his/her representatives against any legal employee activity or employees acting legally in an official capacity on behalf of the Union.

**Section 2. Gender Neutral.** Within the provisions of this agreement, it is the intent of the parties that all references to gender specific terms (e.g., his, he, etc.) be construed to include the opposite sex.

**Section 3.** The Employer and the Union agree not to unlawfully discriminate against any bargaining unit member with respect to the administration of this agreement on the basis of race, color, religion, age, sex, marital status, military status, veteran's status, national origin, ancestry, genetic information, or disability/handicap of any person. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

**Section 4.** The Employer and the Union agree that in the event an employee files a grievance alleging a violation of this article and also files an EEOC, OCRC, or any other form of civil rights complaint with an administrative agency or the courts alleging discrimination by the Employer, that such grievance shall be held in abeyance until all appeals outside the scope of this agreement have been resolved.

**ARTICLE 6**  
**EMPLOYEE RIGHTS**

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

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

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

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

**ARTICLE 7**  
**UNION BULLETIN BOARDS**

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

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

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections;
- E. Results of Union elections;
- F. Reports of standing committees and independent arms of the Union; and,
- G. Legislative reports.

**Section 3.** All other notices of any kind not covered in Section 2 above must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the Union bulletin board at any time which contains the following:

- A. Personal attacks upon any other member or any other employee;
- B. Scandalous, scurrilous or derogatory attacks upon the Administration; and,
- C. Attacks on and/or favorable comments regarding a candidate for public office.

**ARTICLE 8**  
**HEALTH AND SAFETY**

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

**ARTICLE 9**  
**PROBATIONARY PERIODS**

**Section 1. Probation.** Each new employee of the Wayne County Sheriff's Office shall be required to complete a three hundred and sixty-five (365) day probation period.

**ARTICLE 10**  
**NO STRIKE/NO LOCKOUT**

**Section 1.** The Union agrees that neither it, its officers, agents, representatives, nor members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer by its members. When the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, conspicuously, post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress, and such notice shall instruct all employees to immediately return to work. Should the employees fail to return to work or the Union fail to post such notice, the Employer shall have the option of canceling any article, section, or sub-section of this agreement. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be disciplined up to including discharge, and only the question of whether or not he/she did in fact participate in or promote such action shall be subject to appeal.

**Section 2.** The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Union, unless those members shall have violated Section "1" of this article.

**ARTICLE 11**  
**POLICIES AND PROCEDURES**

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

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

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

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

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

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

**ARTICLE 12**  
**UNION REPRESENTATION**

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

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

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

- A. representation of a member at any step of the grievance;
- B. representation of a member at a disciplinary conference; and,
- C. attendance at meetings between the Union and the Employer where their attendance is requested.

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

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

- 1. the steward, or alternate, must provide advance notice to his/her division commander before beginning Union activities;
- 2. the steward, or alternate, shall identify the reason for the request at the time Union activity time is requested;
- 3. the steward, or alternate, shall not conduct Union activities in any work area without notifying the division commander in charge of that area of the nature of the Union activity;
- 4. the steward, or alternate, shall cease Union activities immediately upon the reasonable order of the division commander; and,
- 5. failure to comply with such order may result in disciplinary action if it is found that the Union steward, or alternate, is abusing the rules of this section.

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

**ARTICLE 13**  
**SENIORITY**

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

**Section 2. Definition/Break in Service.** Wayne County Sheriff's Office Seniority shall in all applications be computed on the basis of uninterrupted length of continuous full-time service with the Employer. Classification seniority is computed on the basis of length of full-time service in the classification of Corrections Officer. Where an employee leaves the bargaining unit for other employment in the Sheriff's Office and returns, his classification seniority shall be calculated to include his prior time plus that accrued upon return. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

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

## **ARTICLE 14** **LAYOFF AND RECALL**

**Section 1.** Whenever the Employer determines that a reduction in force (i.e., layoff, furlough, reduction in hours, job abolishment) is necessary due to any circumstances, employees shall be subject to reduction according to the procedures of this article.

**Section 2. Notice.** The Employer will notify the Union and affected employees fourteen (14) days in advance of the effective date of the pending reduction in force. The Employer and the Union shall meet to discuss possible alternatives to moving forward with the reduction.

**Section 3. Order of Reduction.** In the event of a reduction in force, bargaining unit members with the least classification seniority in the classification affected shall be subject to reduction first, with the exception that the reduction order shall be modified in order to meet the appropriate male/female complement of staff required by the Minimum Standards for Jails in Ohio. Within the affected classification, prior to initiating a reduction of bargaining unit members resulting in a layoff, the Employer will first layoff all part-time personnel.

**Section 4. Order of Recall.** Recall from layoff shall be in inverse order of layoff, but the order of recall may be modified in order to meet the appropriate male/female complement of staff required by the Minimum Standards for Jails in Ohio. Employees may only be recalled to positions for which they have the training (including required annual training) and qualifications to assume. An employee shall be eligible for recall for a period of twelve (12) months. If an employee refuses recall, he shall lose all recall rights.

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

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

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

**ARTICLE 15**  
**LEAVES OF ABSENCE**

**Section 1. Pregnancy and Maternity Leave.** Leave due to pregnancy and maternity purposes of the employee shall be treated in the same manner as illness or injury in accordance with Article 23, Sick Leave, of this agreement.

**Section 2. Failure to Return From Leave of Absence.** An employee who fails to return to duty at the completion of a leave of absence, without reporting to the Employer or his representative, may be terminated from employment.

**Section 3. Non-Job Related Court Leave.** The Employer shall grant full pay for regularly scheduled working hours on any day when an employee is subpoenaed for any jury duty by the United States, the State of Ohio, or a political subdivision. All compensation received for jury duty is to be remitted by the employee to the Employer, unless such duty is performed totally outside of normal working hours.

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

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

**Section 5. Disability Leave.** A medically or psychologically incapacitated employee who has successfully completed his probationary period, and who has exhausted all accumulated sick leave, may request a disability leave without pay for a maximum of twenty-four (24) months. Such request shall be submitted in writing to the Employer, and must be accompanied by a licensed practitioner's signed statement verifying the need for the leave and the probable date on which the employee will be able to return to full service.

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

**Section 6. Military Leave.** Military leave shall be governed in accordance with state and federal law.

**ARTICLE 16**  
**DISCIPLINARY PROCEDURE**

**Section 1.** The tenure of every employee subject to the terms of this agreement shall be during good behavior and efficient service. No employee shall be reduced in pay or position, suspended (including suspensions of record), fined, discharged, or removed except for grounds stated in

Section 2 of this article. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause.

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

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

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

**Section 4. Predisciplinary Meeting.** Whenever the Employer determines that an employee may be suspended, reduced in pay or position, fined, or terminated, a predisciplinary meeting will be scheduled to provide the employee with the opportunity to respond to the charges against him. The Employer shall notify the employee and the Union in writing of the charges against the employee and what form of discipline may be imposed. This notification shall also include the time and place of a predisciplinary meeting, to be held not sooner than twenty-four (24) hours, between management and the employee.

The employee may be accompanied by a Union steward during the predisciplinary meeting. Should the employee not wish to be represented by the Union, a Union representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity in this meeting to respond orally to the charges prior to discipline being imposed. Any resolution to the disciplinary action by the employee and the Employer shall be consistent with the terms and provisions of this Agreement.

**Section 5.** The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

**Section 6. Disciplinary Records/Appeals.** A non-probationary employee subject to discipline involving a loss in pay/suspension/suspension of record (paper suspension) or termination shall have the ability to contest such action through the grievance and arbitration procedure. Disciplinary actions involving a verbal or written reprimand shall be subject to the grievance procedure, but are not eligible for arbitration. Any disciplinary action imposed on a probationary employee is not appealable through the grievance procedure.

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

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

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

**Section 7. Disciplinary Suspension Arbitrations.** The parties agree that all suspensions of ten (10) working days or less shall be suspensions of record (paper suspensions). In the event, however, that an employee elects to challenge such suspension through the grievance and arbitration procedure and is unsuccessful in that challenge, meaning that all or a portion of the suspension of record is upheld, then the suspension of record that is upheld (or the portion of which is upheld) shall immediately be converted to an unpaid suspension to be served through the forfeiture of accrued paid vacation, holiday time, or compensatory time or unpaid leave, at the discretion of the Employer.

**Section 8.** Any employee charged with or under indictment for a felony that is not disciplined or discharged by the Employer may be placed on a leave of absence without pay until resolution of the court proceedings. An employee may use accrued but unused vacation, holiday, or compensatory time during the leave. An employee found guilty by the trial court of a felony shall be summarily discharged. Where the charges are reduced to a misdemeanor or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this article, but he shall be paid for all lost straight time hours and shall have any vacation, holiday, and/or compensatory time used restored to his credit. The Employer shall continue to pay its share of the employee's insurance premiums during the unpaid leave of absence.

**Section 9. Use of Last Chance Agreements.** Last Chance Agreements are not considered a form of discipline but a non-precedent setting agreement between the Employer, employee, and the Union whereby the employee retains his/her employment for his/her agreement to commit no further work infractions and comply with the specified terms of the Last Chance Agreement. The parties agree that the Employer, an employee, and the Union may enter into a Last Chance Agreement without a vote of Union membership.

## **ARTICLE 17** **GRIEVANCE PROCEDURE**

**Section 1.** The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of the specific terms of this agreement.

**Section 2.** A grievance, under this procedure, may be brought by any member of the bargaining unit. Where a group of the bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, one (1) member selected by such group will process the grievance but the grievance shall identify all members allegedly affected.

**Section 3. Time Limits.** All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of management's answer at the last completed step. Any grievance not answered by management within the

stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure.

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

Time limits set forth herein may only be extended by mutual agreement of the parties, and are to be strictly enforced. Working days, as used in this article, shall not include Saturdays, Sundays, or holidays.

**Section 4. Grievance Contents.** The written grievance shall be submitted on the grievance form attached as Appendix B, and shall contain the following information:

1. aggrieved employee's name;
2. aggrieved employee's classification;
3. name of the employee's immediate supervisor;
4. date and time of the incident giving rise to the grievance;
5. date and time the grievance was first discussed;
6. date grievance was filed in writing at Step 1;
7. a statement as to the specific articles and sections of the agreement violated;
8. a brief statement of the facts involved in the grievance; and,
9. the remedy requested to resolve the grievance.

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

**Section 5. Grievance Steps.** Each grievance shall be processed in the following manner:

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

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

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

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

Step 3 – Arbitration: Within five (5) working days after the Sheriff's response, the Union shall notify the Sheriff in writing its intent to seek arbitration.

#### **Section 6. Arbitration Process**

1. Selection of Arbitrator. Within twenty (20) days of the date of the letter of intent, with a copy of such request delivered to the Employer, the union shall submit a joint request to the Federal Mediation and Conciliation Service (FMCS) for a list of fifteen (15) arbitrators who are to be residents of the State of Ohio. In the event the letter of intent or the referral to arbitration is not submitted within the time limits prescribed, the grievance shall be considered resolved based upon the Step 2 reply. Once the panel of arbitrators is submitted to the parties, the parties shall alternately strike panel names until there is one name remaining, who shall then be appointed to hear the grievance. Each party shall have the right to reject one (1) panel of arbitrators.
2. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties at the hearing. The decision of the arbitrator shall be binding on both the Sheriff and the Union subject to judicial review as provided in Ohio Revised Code Chapter 2711.
3. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this contract, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration, and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching this determination. The arbitrator shall be without power or authority to make any decision contrary to or inconsistent with or modifying or varying in any way the terms of this agreement or applicable laws.
4. The costs of the arbitrator shall be borne by the losing party. Should the decision not affirm the position of either party, the arbitrator shall determine which party shall pay the costs of the arbitrator, or in what proportion the parties shall share the costs.

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

**ARTICLE 18**  
**HOURS OF WORK/SCHEDULING**

**Section 1.** This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, or establishing part-time positions in accordance with R.C. 4117.

**Section 2. Work Period.** The normal work period shall begin at 12:01 a.m. on Sunday and continue for seven (7) consecutive calendar days (one hundred sixty-eight [168]consecutive hours) ending at 12:00 midnight the following Saturday for those employees assigned to a forty (40) hour work schedule. In addition to the normal work period above, the Employer may also utilize alternative work periods to accommodate alternative shift scheduling. If utilized, the parties shall meet to discuss the alternative schedule and work period in order to identify all provisions of the contract that require adjustment and execute a memorandum to accommodate the alternative schedule and any adjustments that are necessary.

**Section 3. Work Schedules/Bidding.** The Employer shall determine the work schedules and assignments available for bid by bargaining unit members. Corrections Officers shall be permitted to select their preferred shift on the basis of total seniority (i.e., length of full-time service with the Sheriff's Office) within their work assignments as determined by the Employer. Probationary employees shall be assigned shifts and days off according to the operational needs of the Employer.

In the event that the Employer determines that a vacancy exists in the classification of Corrections Officer on a shift during the course of the year and after the annual bid has been conducted, bargaining unit members will be permitted to bid for the vacancy on the basis of total seniority.

**Section 4. Schedule Adjustments.** Although total seniority will generally govern shift selection as stated above, the Employer reserves the right to deviate from the bidding procedure when it determines that such adjustments are needed as a result of the operational needs of the Employer (e.g., gender requirements, certification/licensure needs, etc.), potential employment liability issues (e.g., hostile work environment, sexual harassment, racial discrimination, and/or other forms of discrimination) exist, and/or safety concerns that could potentially arise during a crisis situation. The parties agree that if the Employer makes such a determination, it may, at its sole discretion, take action to adjust the bid. However, the Employer agrees to articulate the reasons for adjusting the results of a given bid. If the results of a bid are adjusted at the time of the shift bidding procedure, so that a member is precluded from bidding a shift, the precluded member will be notified and will be provided with the opportunity to bid to a different slot based upon total seniority within his work assignment. If the precluded member does not select a different slot, he will be placed in the last open slot available to him. The parties agree that shift adjustments shall not be used as a disciplinary measure.

If an event occurs between shift bidding periods that would require a member be moved from his bid shift, the Employer may transfer the least senior member not on the same shift into the slot at

issue and reassign the member being moved/precluded to the slot from which the least senior member was transferred until the next bid.

**ARTICLE 19**  
**OVERTIME COMPENSATION**

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

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

**Section 3.** All overtime shall be authorized by the Sheriff or designee in advance of the overtime being worked. Unusual circumstances and situations may require employees to work overtime without having prior authorization.

**Section 4.** Any employee who, while in an on-call status, is required to remain on the Employer's premises, or at his home or other specific location to await a call when needed, is considered as being unable to use the time effectively for his own purposes and shall be considered to be working during the entire time he is on-call.

**Section 5.** Any employee called back to work at a time that does not abut his regularly scheduled shift shall be guaranteed a minimum of two (2) hours of pay at the appropriate rate. The guarantee of two (2) hours does not, however, apply when the employee is called back to correct his own error or to complete an unfinished work assignment.

**Section 6.**

- A. Whenever the Employer determines there is a need for overtime amongst corrections officers, the Employer will first offer the overtime, by seniority, to those officers who normally work the shift with the overtime opportunity, but who are not scheduled to work the day the overtime opportunity occurs. Then the Employer will offer the overtime, by seniority, to those officers who are on duty.
- B. If the Employer is unable to fill the overtime through the above procedure, the Employer will hold over, for at least four (4) hours, the least senior officer who is on duty, and will offer the remaining four (4) hours, by seniority, to those officers who are scheduled to report for the next shift. If the remaining four (4) hours cannot be filled from amongst officers scheduled to report for the next shift because no one can be contacted, then the Employer may contact any off-duty officer assigned to the jail to fill the remaining four (4) hours of the shift.

**ARTICLE 20**  
**WAGES**

Effective the beginning of the first full pay period after January 1, 2017, the hourly rates of pay for bargaining unit employees shall be as follows:

0 years	\$13.84
1 year	\$15.08
2 years	\$16.32
3 years	\$17.56
4 years	\$18.80

**ARTICLE 21**  
**COURT TIME**

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

**ARTICLE 22**  
**UNIFORMS**

**Section 1. Uniforms.** Any bargaining unit employee who is required by the Employer to wear a uniform shall be provided such uniform through the Office's quartermaster system.

**Section 2. Footwear.** Bargaining unit employees will be reimbursed up to one hundred fifty dollars (\$150.00) per calendar year for the purchase of approved boots or shoes, in accordance with the Sheriff's Uniform Issuance policy.

**ARTICLE 23**  
**SICK LEAVE**

**Section 1. Crediting of Sick Leave.** Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours in active pay status including paid vacation and sick leave, but not during a leave of absence or layoff. Unused sick leave shall accumulate up to a maximum of two thousand (2,000) hours.

**Section 2. Sick Leave Transfer.** Up to one hundred twenty (120) hours of sick leave accumulated with another public entity shall be transferable to the Wayne County Sheriff's Office.

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

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

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

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

1. illness or injury of the employee;
2. death of a member of his immediate family;
3. medical, dental or optical examination or treatment of the employee which cannot be scheduled during non-working hours;
4. if the spouse, child or parent of the member is afflicted with a contagious disease or requires the care and attention of the employee, or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others; and
5. pregnancy and/or childbirth and other conditions related thereto.

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

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

**Section 7. Notification by Employee.** When an employee is unable to work, he/she shall notify the supervisor or other designated persons within two (2) hours before the time he/she is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with his/her immediate supervisor.

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

**Section 9. Practitioner Statement.** If medical attention is required, the employee shall be required to furnish a statement from a licensed practitioner notifying the Employer that the employee was unable to perform his/her duties. Where the employee is absent for three (3) or more days due to illness, or if the Sheriff determines that there is a pattern of abuse of sick leave, the employee shall be required to furnish a statement from a licensed practitioner notifying the Employer that the employee was unable to perform his/her duties.

**Section 10. Practitioner Examination.** If the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the essential functions of his position, or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical practitioner, at the Employer's expense. If the medical professional determines that the employee is not capable of performing the essential functions of the position, the Employer, the Union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed upon sick leave, disability leave or disability separation.

#### **ARTICLE 24** **CONVERSION OF UNUSED SICK LEAVE**

**Section 1.** Those employees covered under this agreement who are eligible or who become eligible to retire and have completed ten (10) years of continuous service with the County shall be entitled to convert accrued but unused sick leave to a cash payment. Employees may convert a maximum of twenty-five percent (25%) of a maximum accumulation of nine hundred sixty (960) hours for a maximum conversion amount of two hundred forty (240) hours of pay.

**Section 2.** In addition to the conversion of unused sick leave upon retirement as addressed in Section 1 above, employees may also participate in any sick leave conversion program offered by the Wayne County Board of Commissioners in accordance with the Wayne County Personnel Policy and Procedures Manual as currently enacted. The conversion program is appended to the Agreement as Appendix C. The parties recognize that PERS regulations control whether or not time converted is earnable salary. The parties further agree that an employee will be allowed to convert up to the maximum permitted under the policy regardless of whether or not such time is pensionable.

#### **ARTICLE 25** **PERSONAL LEAVE**

**Section 1.** Each employee shall be entitled to one (1) day of personal leave with pay per calendar year. Each employee having less than nine hundred sixty (960) hours sick leave accumulation may request a second day of personal leave with pay per calendar year provided that the employee's approved and unused sick leave entitlements shall be reduced by eight (8) hours.

**Section 2. Scheduling.** Each request for personal leave shall whenever possible be made at least one (1) day in advance of its intended day of usage (emergency consideration will be given), and must be approved by the Division Commander. If the employee does not use the one (1) day of personal leave entitlement by December 31 of the calendar year in which it accrues, the personal leave day shall be converted into sick leave.

**ARTICLE 26**  
**INSURANCE BENEFITS**

**Section 1.** The Employer shall make available to all bargaining unit employees the same health care plans, including all ancillary benefits (e.g., dental and prescription plans) as approved by the Wayne County Commissioners for its non-bargaining employees under the same terms and conditions. Employees may elect to participate in the health care programs under the same terms and conditions as non-bargaining employees of Wayne County.

**Section 2.** The Employer shall provide full-time employees a term life insurance plan in the amount of twenty thousand dollars (\$20,000) in the same manner as is provided for to non-bargaining unit personnel.

**Section 3.** Legal defense and indemnity shall be provided pursuant to Ohio Revised Code, Section 2744.07. Compliance with this provision shall not be subject to the grievance procedure/arbitration. Compliance shall be subject to applicable statutory procedures.

**Section 4.** If the Employer elects to offer a plan to pay a monthly amount to those employees who chose to waive health care coverage, bargaining unit employees will be provided with the opportunity to participate in the plan for so long as such is available.

**Section 5.** The Employer agrees to pay eighty percent (80%) of the monthly cost for those bargaining unit employees who elect to receive healthcare, dental and prescription drug coverage. The employee shall be required to pay the remaining twenty percent (20%).

**ARTICLE 27**  
**HOLIDAYS**

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

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

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

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

**ARTICLE 28**  
**VACATION**

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

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

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

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

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

**Section 3.** No employee will be entitled to vacation leave or payment for accumulated vacation under any circumstances until he/she has completed one (1) year of employment with the Employer.

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

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

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

**Section 6.** The Employer shall have the right to deny vacation requests if workload requirements so mandate. Once the vacation has been approved by the Employer, alteration or cancellation of vacation days off by the Employer shall be based only on unforeseen emergency needs.

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

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

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

**Section 10.** An employee is entitled to compensation, at his current rate of pay, for the previously accrued and unused vacation leave and the prorated portion of any earned but unused vacation leave for the current year to his credit at time of separation.

**Section 11.** In addition, employees may also participate in any vacation leave conversion program offered by the Wayne County Board of Commissioners in accordance with the Wayne County Personnel Policy and Procedures Manual as currently enacted. The conversion program is appended to the Agreement as Appendix C. The parties recognize that PERS regulations control whether or not time converted is earnable salary. The parties further agree that an employee will be allowed to convert up to the maximum permitted under the policy regardless of whether or not such time is pensionable. Notwithstanding the policy limitations on vacation conversion, bargaining unit members may elect to convert up to one hundred twenty (120) hours of vacation leave per year.

**Section 12.** In the case of the death of an employee, the unused vacation leave and unpaid overtime to the credit of any such employee may be paid to the deceased's estate or may be paid in accordance with Ohio Revised Code section 2113.04.

**ARTICLE 29**  
**COMPENSATORY TIME**

**Section 1.** Overtime may be taken in the form of pay, or in the form of compensatory time. Compensatory time is those hours earned in overtime that are taken in lieu of paid compensation. Compensatory time shall be granted at the rate of one and one-half (1 1/2) hours of compensatory time off for each hour of overtime worked. In order to accumulate compensatory time in lieu of paid compensation, the employee shall be responsible for requesting in writing his election of pay or compensatory time for overtime, no later than the conclusion of the time worked. Requests for compensatory time are subject to the approval of the Employer.

**Section 2.** The maximum amount of compensatory time an employee may accrue and utilize in any one calendar year is sixty (60) hours. Any overtime worked after an employee has accrued sixty (60) hours which would increase the employee's yearly compensatory time above this maximum shall be paid at the appropriate overtime rate/regular rate.

**Section 3.** Compensatory time requests are subject to the operational needs of the Employer and must be submitted at least one (1) week in advance of the date requested, unless mutually agreed otherwise. The Employer agrees to respond to the request within three (3) days of being submitted. The parties agree that where an employee has been denied the usage of compensatory time on a specific date, he shall be offered an alternative day for compensatory time usage within the next thirty (30) days, be offered cash payment for the amount of hours denied, or the employee may withdraw his request for usage. The parties specifically agree that thirty (30) days constitutes a reasonable time period for satisfying a request for compensatory time usage under the Fair Labor Standards Act.

**Section 4.** Except as otherwise specifically restricted by this Agreement, the Employer retains all rights to manage the administration of compensatory time under federal law. All payments made of compensatory time for cash-out, separation, or utilization shall be made at the employee's rate of pay at the time such payment is made or time used.

**ARTICLE 30**  
**MISCELLANEOUS**

**Section 1. Pay Period.**

- A. There are normally twenty-six (26) pay periods per year. All employees are to be paid every other Friday for the two (2) week pay period ending two (2) weeks prior to the payday. The bi-weekly payroll period for employees extends from 12:01 a.m. Sunday through 12:00 midnight the second Saturday.
- B. If a holiday occurs on a Friday on which a payday falls, pay checks will be issued on the preceding Thursday, except under extenuating circumstances, in which case pay checks will be issued on the following Monday.
- C. Pay advances of any kind are not permitted.

- D. A written statement, signed by the employee, must be given to the Sheriff or designee prior to the Sheriff or designee issuing a pay check to any person other than the employee. Such statement must explicitly authorize that person to pick up the employee's pay check in lieu of the employee.
- E. The Employer agrees that on a bi-weekly basis it will provide each bargaining unit employee with a written record on the employee's pay stub of the employee's earned but unused sick leave, vacation, and compensatory time balances.

**Section 2. Expense Reimbursement.** Bargaining unit employees are to receive reimbursement for expenses incurred while traveling on official Employer business. Employees are eligible for expense reimbursement only when travel has been authorized, in writing, by the Employer. Expenses shall be reimbursed in the following manner:

**A. Mileage, Parking, and Tolls:**

1. Employees shall be reimbursed for actual miles while on official Employer business at the rate established by the Board of County Commissioners when using personal, rather than the Employer's, vehicles. Such payment is considered to be total reimbursement for vehicle-related expenses (e.g., gas, oil, depreciation, etc.). Mileage reimbursement is payable to only one of two or more employees traveling on the same trip in the same automobile.
2. Charges incurred for parking at the destination, and any highway tolls, are reimbursable at the actual amount. Receipts for parking costs and highway tolls are required.
3. No expense reimbursements are paid for travel between home and office.

**B. Meals:**

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

**C. Overnight Expenses:**

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

**Section 4. Outside Employment.**

- A. Under no circumstances shall a bargaining unit employee have other employment which conflicts with the policies, objectives, and operations of the Employer's office. In

addition, an employee shall not become indebted to a second employer whose interest might be in conflict with those of the Sheriff's Office.

- B. Employment "conflicts," as set forth in this section, shall mean when a second job impairs the employee's ability to perform the duties of his or her position with the Sheriff's Office.
- C. Full-time employment by the Wayne County Sheriff's Office shall be considered the employee's primary occupation, taking precedence over all other occupations.
- D. Prior to accepting "outside" employment, an employee shall notify the Employer, in writing, of his/her intention to be employed in a secondary job. The Employer shall determine whether the "secondary job" presents a conflict with the Sheriff's Office policies, objectives, interests, and/or operations.
- E. "Outside" employment, or "moonlighting," shall be a concern to the Employer only if it adversely affects the job performance of the employee's position with the Wayne County Sheriff's Office. Two (2) common employment conflicts which may arise are:
  - 1. Time Conflict: Defined as when the working hours required of a "secondary job" directly conflict with the scheduled working hours of an employee's job with the Employer, or when the demands of a "secondary job" prohibit adequate rest, thereby adversely affecting the quality standard of the employee's job performance with the Employer.
  - 2. Interest Conflict: Defined as when an employee engages in "outside employment" which tends to compromise his/her judgment, actions, and/or job performance with the Employer.
- F. Should the Employer feel that an employee's outside employment is adversely affecting the employee's job performance with the Employer, he may recommend, but may not demand, that the employee refrain from such activity. However, any infraction of this section, or other specific offense which is the direct or indirect result of an employee's participation in outside employment, shall result in the employee being disciplined in such a manner that is consistent with the policy of the Employer.

**Section 4. Performance Evaluations.** Signature of employees shall be required on performance evaluations. Such signing will indicate only that the employee has read the evaluation. No subsequent evaluation comments may be made on record copies once the employee has signed his evaluation. The employee shall have the right to add his response in the form of an addendum.

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

**Section 5. Personal Property Reimbursement.**

- A. Upon presentation to the Employer of evidence of damage to an employee's personal property, the Employer agrees to pay for the repair, replacement, or reimbursement of the

personal property up to a maximum value/cost of three hundred dollars (\$300.00) per occurrence.

- B. In order to be considered eligible for personal property repair, replacement, or reimbursement, the damage must occur while an employee is performing his assigned duties with due caution and without negligence.
- C. For purposes of this section, eyeglasses, contact lenses, watches, and other such items worn on the body will be considered "personal property." Employee-owned items such as cellular car phones and police scanners which are voluntarily placed by an employee in his assigned vehicle are not eligible for repair, replacement, or reimbursement under this section.
- D. Employees agree to cooperate fully with the Employer in any efforts made to obtain reimbursement from the party originally responsible for any damage to an employee's personal property.

**Section 6. Workers' Compensation Programs.** The Union agrees that the Employer reserves the right to implement workers' compensation programs during the life of this agreement, consistent with Revised Code Chapter 4117, provided such programs do not conflict with any terms and conditions of the agreement and provided the Employer notifies the Union and the bargaining unit at least ten (10) days in advance of the implementation of such program(s).

### **ARTICLE 31** **DRUG AND ALCOHOL TESTING**

**Section 1.** Drug and/or alcohol testing may be conducted on employees upon reasonable suspicion, on a random basis, upon return-to-duty, and on a follow-up basis. Employees selected for random testing shall be sent for the actual test during a time when the employee is regularly scheduled to work.

**Section 2.** All drug tests shall be conducted by an accredited testing facility. The parties currently utilize Medpro/Wooster Hospital for this purpose. Should this change, the parties will meet and discuss the matter prior to the change in facility becoming effective. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody and control and split sample collection and testing.

**Section 3.** All alcohol breath tests shall be administered by a trained breath alcohol technician or a law enforcement officer certified to conduct such tests. An alcohol concentration of 0.04 or greater shall be considered a positive result.

**Section 4.** The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory drug test result is positive shall have the right to request a certified copy of the testing results in which the laboratory shall affirm that the test results were obtained using professionally recognized testing methods. The employee shall provide a signed release for disclosure of any and all testing results to the Employer. The Employer shall not disclose the testing results without the consent of the employee, except as otherwise required by a court order.

**Section 5. Testing Procedure.**

- A. All specimens identified as positive on the initial drug test (screen) shall be confirmed through the use of the gas chromatography/mass spectrometry method of detection, or any other method that is professionally recognized as being as or more accurate than the gas chromatography/mass spectrometry method.
- B. In the event the confirmatory test confirms the results of the first, the Employer will proceed with sanctions as set forth in this article.
- C. In the event the initial and confirmatory test results are positive, the employee is entitled to have the split sample tested in the manner prescribed above at the employee's expense. The results of this test shall be determinative.

**Section 6.** If the above alcohol and/or drug testing produces a positive result, the employee will be suspended pursuant to the progressive disciplinary procedure. If the employee is suspended, he will also be required to participate in a rehabilitation or detoxification program. The cost of any rehabilitation or detoxification program shall be borne by the employee, unless otherwise covered by the employee's health care insurance.

**Section 7.** An employee who participates in a rehabilitation or detoxification program shall be allowed, after completion of the suspension, to use sick time, compensatory time, and vacation leave for the period of the rehabilitation or detoxification program. If no such leave time is available, the employee shall be placed on disability leave without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, as certified by a substance abuse professional, and upon receiving results from a return-to-duty test demonstrating that the employee is no longer under the influence of alcohol and/or controlled substances, the employee will be returned to his former position. Such employee may be subject to up to six (6) follow-up tests during the first twelve (12) months following his return to work.

**Section 8.** A second positive drug and/or alcohol test result will result in termination of any employee not terminated due to the first positive drug and/or alcohol result.

**Section 9.** The cost of alcohol breath tests and drug screening and confirmatory tests shall be borne by the Employer, except any test initiated at the request of the employee shall be at the expense of such employee. The cost of any return-to-duty and follow-up tests shall also be at the expense of the employee. Any record of disciplinary action, as a result of a positive drug and/or alcohol test, shall cease to have force and effect sixty (60) months after the employee completes his suspension, provided there has been no intervening disciplinary action taken during this time period. All records pertaining to drug/alcohol test results shall be kept in a confidential manner, except as otherwise required by law.

**Section 10.** Nothing contained in this section shall be construed as a waiver of the Union's right to appeal any disciplinary action, pursuant to the collective bargaining agreement between the Union and the Wayne County Sheriff.

**Section 11. Notification of Prescription Medications/Narcotics.** All bargaining unit members are required to notify the Wayne County Risk Manager when under a course of treatment that

includes prescription narcotics so that a review of the employee's essential job functions and the impact, if any, of those prescription narcotics can be made. Such information shall be considered confidential and not subject to disclosure except to the Medical Review Officer who shall evaluate the employee's ability to safely perform the essential functions of his position in light of the prescription medication. The Risk Manager shall have the authority to consult with the Medical Review Officer who shall be a physician designated by the County and having expertise in occupational medicine. In the event that the opinion of the Medical Review Officer is in conflict with the employee's own physician, the Employer will designate a third physician having expertise in occupational medicine to review the issue and render an opinion on the employee's fitness for duty. The opinion of that third physician shall be binding on the parties and the Employer will pay for that opinion.

**Section 12. Elevated Testing & Prescription Medications.** Drug testing levels are applicable to all testing situations, except for those where an employee has been taking legally prescribed medications/narcotics and conforming to the prescribed dosage regimen. Any employee who tests above the NIDA established levels in these substance groups as a result of a legally prescribed medication/narcotic shall not be considered to have tested positive under this policy if the level reflects the dosage regimen. However, where the level is above the NIDA level and inconsistent with the dosage schedule, the employee shall be subject to discipline as a positive test.

## **ARTICLE 32** **INJURY LEAVE**

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

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

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

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

of the time off up to and including the date the claim is disallowed, then any monies paid to the employee by the Employer under this article shall be repaid by the employee to the Employer.

**ARTICLE 33**  
**RESIDENCY**

**Section 1.** As a condition of employment, any employee hired after the effective date of this contract who is not already a resident of Wayne County or an adjacent county at the time of his hire must become a resident of Wayne County or an adjacent county within ninety (90) days after the end of his probationary period.

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

**ARTICLE 34**  
**SEVERABILITY**

**Section 1.** This agreement is subject to all applicable federal and state laws, and such rules and regulations or any judicial decisions interpreting them. In the event any provision of this agreement is found to be contrary to the above by a court of competent jurisdiction, or by any official having authority to rule in the matter, it shall be of no further force and effect, but the remainder of the agreement shall remain in full force and effect.

**Section 2.** In the event any provisions of this Agreement are declared null and void, the parties shall meet within two (2) weeks for the purpose of negotiating a lawful alternative provision. In the event the parties are unable to negotiate an alternative provision on this matter, then either party may serve notice to reopen on that matter in accordance with O.R.C. 4117.

**ARTICLE 35**  
**ZIPPER CLAUSE/MID-TERM BARGAINING**

**Section 1.** The parties acknowledge that during the negotiations which preceded this agreement, each had the unlimited opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this agreement. This contract, it is mutually agreed, supersedes and cancels all prior agreements, whether oral or written, unless expressly stated to the contrary herein, and together with any addenda (e.g., letters of understanding, appendices, side letters, etc.) constitutes the complete and entire understanding and agreement between the parties and concludes collective bargaining for the term of this contract. The Union agrees that, during the life of this Agreement, the Employer shall have no obligation to bargain collectively with respect to the exercise of any rights reserved and retained by it pursuant to either Section 4117.08(c) of the Revised Code or Article 3, Management Rights.

**ARTICLE 36**  
**PREEMPTION OF STATUTORY RIGHTS**

**Section 1.** In accordance with the provisions of Ohio Revised Code section 4117.10 (A), this agreement governs the wages, hours, and terms and conditions of employment to the extent provided herein. It is therefore the intent of the parties that the terms and conditions of this agreement specifically preempt and/or prevail over the statutory rights of public employees as set forth below:

<b><u>Contract Article</u></b>	<b><u>Statute/Regulation Preempted</u></b>
Seniority	ORC 124.321 – 123.328
Layoff and Recall	ORC 124.321 – 124.328
Probationary Periods	ORC 124.27
Disciplinary Action	ORC 124.34
Sick Leave	ORC 124.38; 124.39
Conversion of Sick Leave	ORC 124.39
Holidays	ORC 325.19
Hours of Work/Overtime	ORC 4111.03
Vacation Leave	ORC 325.19, 9.44

**ARTICLE 37**  
**WAIVER IN CASE OF EMERGENCY**

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

- A. time limits for Management or the Union's replies on grievances; and,
- B. all work rules and/or provisions of agreements and practices relating to the assignment of all employees.

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

**ARTICLE 38**  
**DURATION OF AGREEMENT**

**Section 1.** Except as otherwise specifically set forth herein, this agreement shall be effective upon its adoption and shall remain in full force and effect until June 30, 2018.

**Section 2.** If either party desires to modify, amend, or terminate this agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days nor later than sixty (60) calendar days prior to the expiration date of this agreement. Such notice shall be by email or

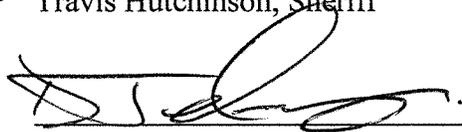
other reasonable means. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

**SIGNATURE PAGE**

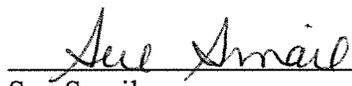
IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives  
this 25<sup>th</sup> day of August 2016.

**For The Wayne County Sheriff**

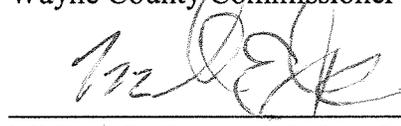
  
\_\_\_\_\_  
Travis Hutchinson, Sheriff

  
\_\_\_\_\_  
Doug Johnson, Chief Deputy

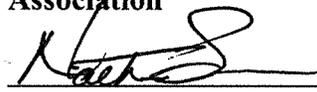
  
\_\_\_\_\_  
Ann Obrecht  
Wayne County Commissioner

  
\_\_\_\_\_  
Sue Smail  
Wayne County Commissioner

  
\_\_\_\_\_  
Scott Wiggam  
Wayne County Commissioner

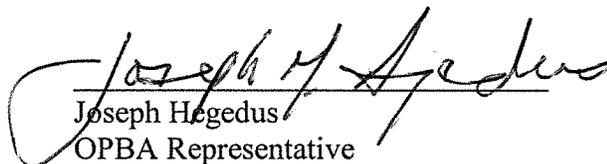
  
\_\_\_\_\_  
Michael D. Esposito, Labor Consultant

**For The Ohio Patrolmen's Benevolent  
Association**

  
\_\_\_\_\_  
Negotiating Committee Member

\_\_\_\_\_  
Negotiating Committee Member

\_\_\_\_\_  
Negotiating Committee Member

  
\_\_\_\_\_  
Joseph Hegedus  
OPBA Representative

RECEIVED  
WAYNE COUNTY  
COMMISSIONERS OFFICE  
2016 AUG 25 P 3:44

**APPENDIX A**  
**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**  
**APPLICATION FOR MEMBERSHIP/AUTHORIZATION FOR DUES DEDUCTION**

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

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

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

Name \_\_\_\_\_ Badge No. \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_

Rank \_\_\_\_\_ Telephone Number \_\_\_\_\_

Date \_\_\_\_\_ Department \_\_\_\_\_

Blood Type \_\_\_\_\_ Date of Birth \_\_\_\_\_

Signature \_\_\_\_\_

APPROVED: \_\_\_\_\_

**APPENDIX B**  
**GRIEVANCE APPEAL FORM**

Name Of Employee \_\_\_\_\_ Grievance No. \_\_\_\_\_  
(Grievant)

Classification \_\_\_\_\_

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

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

Nature Of Grievance, Article And Section Violated: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Statement Of Facts: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief Requested: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Employee's Signature)

\_\_\_\_\_  
(Steward's Signature)

**GRIEVANCE APPEAL  
STEP 1**

Delivered by Grievant to Division Commander

Grievant \_\_\_\_\_ Date \_\_\_\_\_

Received By \_\_\_\_\_ Date \_\_\_\_\_

Division Commander Answer: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Division Commander: \_\_\_\_\_ Date \_\_\_\_\_

**GRIEVANCE APPEAL  
STEP 2**

Delivered By Grievant To Sheriff

Grievant \_\_\_\_\_ Date \_\_\_\_\_

Received By \_\_\_\_\_ Date \_\_\_\_\_

Sheriff's Answer: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sheriff/Designee: \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX C**  
**PRE-RETIREMENT SICK/VACATION LEAVE CONVERSION POLICIES**

The Employer's Pre-Retirement Sick and Vacation Leave Conversion policies follow this page.

An employee may elect to convert up to eighty (80) hours of sick leave and/or up to eighty (80) hours of vacation leave per year to cash for leave that is accrued but not used during the calendar year, as defined January 1 to December 31, as part of an annual conversion plan. This conversion will result in the employee receiving payment for these hours, and having the appropriate leave account reduced by the hours converted. Only eligible employees may elect this conversion. Eligibility and the rules regulating conversion are as follows:

1. In order to be eligible, the employee must be an active employee of Wayne County, Ohio at the time of conversion (no later than January 31 of the calendar year following the conversion request.) Wayne County, Ohio is defined for this purpose as “the political subdivision organized pursuant to RC 301 and known as Wayne County.”
2. The “time of conversion” for the purposes of this policy shall mean the date on which payment for the leave time converted takes place, i.e., the second pay date in January.
3. In order to convert sick leave, the eligible employee must have, at the time of conversion, a minimum balance of nine hundred sixty (960) hours of accumulated sick leave plus the amount they wish to convert. (For example, an employee must have a balance of one thousand forty [1,040] hours of sick leave accumulated to convert eighty [80] hours.)
4. In order to convert vacation leave, the eligible employee must have, at the time of conversion, enough vacation leave accumulated to cover the number of hours converted up to eighty (80) hours, plus a balance of forty (40) hours that is not converted. (For example, an employee must have one hundred twenty [120] hours vacation leave accumulated in order to convert eighty [80] hours.)
5. An eligible employee may convert any combination of sick and/or vacation leave, subject to the regulations, up to the maximum of eighty (80) hours for each type of pay (one hundred sixty [160] hours total).
6. Leave shall be converted on a last in, first out (LIFO) basis. The maximum amount of converted sick and/or vacation leave that can be considered earnable salary under OPERS is the amount the employee earns in one calendar year, less any amounts taken during the calendar year. For this plan, it would be leave earned and unused between January 1 and December 31 of the current calendar year, i.e., the calendar year immediately prior to the time of conversion.
7. Conversion of sick and vacation leave will result in a permanent deduction of the converted hours from the participating employee’s appropriate leave balance at the time of conversion. Conversion will not affect an employee’s eligibility for sick leave payment upon retirement per Section 11.03(A) of this policy manual. However, once an employee converts sick leave upon retirement, all sick leave credit accrued is eliminated. Further conversion under this policy by a rehired retiree cannot occur until such time as the rehired retiree once again has the minimum balance of sick leave as required herein.

8. Additional sick and vacation leave accrual will not be earned from converted sick and vacation leave. Standard deductions as required by law, including OPERS deductions, if applicable, will be made.
9. Converted hours will not count as "hours worked" in the week paid out for the purpose of calculating overtime.
10. Employees are responsible for initiating the conversion process by annually completing and filing a "Leave Conversion Request" form. This request form must be completed by the employee, and approved by the Appointing Authority, no later than December 1 of the year prior to the actual conversion. The employee will receive the payout on the second pay of the following year. For example: a conversion request would have to be completed and approved by December 1, 2013, in order for the conversion to take place on the second pay of January 2014. However, any leave time taken between December 1, 2013 and December 31, 2013, shall be considered in determining leave time accrued but unused.
11. The employee's Appointing Authority must put the approved conversion request on the turn around sheet for the second pay of the New Year and label the hours as "Sick Leave to be Converted" or "Vacation Leave to be Converted"
12. This policy only applies to those Wayne County employees who are not covered by a collective bargaining agreement, and whose Appointing Authority has adopted this policy.
13. Complete Leave Conversion Request Form (Appendix J-1).
14. Although it is the intent to have the leave conversion payments be considered earnable salary, all converted hours are subject to OPERS rules and regulations. In all cases, OPERS makes the final determination as to what constitutes earnable salary.

<b>Original Adoption Date</b>	<b>Revision Number</b>	<b>Date</b>	<b>Approved</b>
<u>7/31/96</u>	<u>4</u>	<u>10/16/13</u>	<u>10/16/13</u>

**MEMORANDUM OF UNDERSTANDING**  
**2016 WAGE INCREASE**

The Wayne County Sheriffs Office and the Ohio Patrolman's Benevolent Association (OPBA) agree that for the year 2016 only, bargaining unit members shall be afforded the same general wage increase as is approved for all non-bargaining unit personnel (2.5%), effective the first full pay period in January 2016. The parties agree that this covers the year 2016 only and does not impair the Union's ability to bargain for increases and/or matters with cost implications for years beyond 2016.

**SIDE AGREEMENT #1**  
**ROLL CALL**

The Employer agrees, for the life of this agreement, to continue the practice of a fifteen (15) minute roll call per shift. Any overtime earned as a result of roll call will be paid in accordance with Article 19 of the agreement. This letter of agreement will expire on June 30, 2018.

**SIDE AGREEMENT #2**  
**OPOTA TRAINING**

The Employer agrees to reimburse up to fifty percent (50%) of the tuition and fees, up to two thousand five hundred dollars (\$2,500), for bargaining unit members to obtain Ohio Peace Officer Certification through OPOTA. Such training shall be open to and offered to not more than one (1) non-probationary bargaining unit member per year who wishes to voluntarily attend on his own time. Any non-probationary member may submit a letter of interest in attending training. The Employer will evaluate those members who have indicated an interest in attending and select the employee that it determines to be the most qualified. In the event that it determines applicants to be equally qualified, it will offer the training opportunity to the most senior applicant.

Upon the successful completion of OPOTA certification (including all of the necessary certification testing), the bargaining unit member shall be eligible for promotion into the classification of deputy sheriff.

Following the completion of OPOTA certification (including all of the necessary certification testing), any bargaining unit member having received training reimbursement under this agreement, shall be required to repay those amounts received should he remain employed by the Wayne County Sheriff's Office for less than four (4) years following the attainment of certification according to the following schedule. Twenty-five percent (25%) of the amount of reimbursement shall be forgiven for each year the employee remains in the employment of the Wayne County Sheriff's Office. If at any time in the first four (4) years after payment is made the employee leaves employment of the Wayne County Sheriff's Office, the employee will be required to make repayment prorated by the number of years left in the initial four (4) year period. Payment shall be required sixty (60) days from the date of separation, and any severance pay due may be withheld to meet all or a portion of any such obligation.

All employees shall be required to enter into a reimbursement agreement as a condition of receiving benefits under this side letter.