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AGREEMENT BETWEEN

VAN WERT COUNTY SHERIFF'S OFFICE

AND

**FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL**

**Effective :
June 1, 2016 through June 1, 2019**

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ARTICLE 1

AGREEMENT/PURPOSE

Section 1.1 This Agreement entered into by the Van Wert County Sheriff, hereinafter referred to as the "Sheriff" or "Employer" and The Fraternal Order of Police, Ohio Labor Council, Inc. hereinafter referred to as the "FOP" or "OLC" or "Union" has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth in its entirety, the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein

This Agreement supersedes all prior agreements heretofore made by and between the parties.

Section 1.2 The express provisions of this Agreement may be changed only by mutual agreement between the parties. Negotiated changes shall be reduced to writing, dated, and signed by the parties to this Agreement. Neither party shall attempt to achieve the alteration of this Agreement by recommending changes in, additions to, or deletions to Ordinances or Resolutions.

Section 1.3 Should any portion of this Agreement contained herein be declared invalid by operation of law, or by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In addition, within twenty (20) calendar days following the effective date of such declaration of invalidity, the parties shall meet in an attempt to modify such provision to comply with the applicable law.

Section 1.4 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. During the term of this Agreement, each party waives any right to demand negotiations on any subject except as may be provided by Ohio Revised Code 4117.08 (C).

ARTICLE 2

RECOGNITION

Section 2.1 The employer recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. as the sole and exclusive representative for all employees in the bargaining unit as set forth in the certifications issued by the Ohio State Employment Relations Board in case number 01-REP-03-0077 dated 08-24-2001 which included all full-time and regular part-time corrections officers, including new hire trainees.

But excluding:

All management level employees, professional employees, confidential employees, seasonal and casual employees and all other employees specifically excluded by the Ohio Collective Bargaining Act, and all of the specific classifications of Sheriff, Deputy Sheriff, dispatcher, corrections supervisors, corrections sergeant and all other employees not identified above.

Section 2.2 The term "employee" as used in this Agreement shall refer only to those persons in the bargaining unit who hold the position classifications as set forth in Section 2.1 of this agreement.

Section 2.3 In the event a new position is created within the department, the Employer shall determine whether the new or changed position will be included in, or excluded from the bargaining unit and shall so advise the FOP/OLC in writing within thirty (30) calendar days. If the FOP/OLC disputes the Employer's determination of the bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within seven (7) calendar days from the FOP/OLC's notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the FOP/OLC. If the parties do not agree, the position shall be subject to the challenge by the FOP/OLC to the State Employment Relations Board pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

ARTICLE 3

MANAGEMENT RIGHTS

Section 3.1 The Union recognizes and accepts the exclusive right and authority of the Sheriff and the Van Wert County Commissioners, except where the agreement expressly provides otherwise to determine matters of expressed, implied, or inherent management policy. Such rights shall include, but are not limited to the following:

1. The right to manage and direct its employees, including the right to select, train, hire, promote, transfer, assign, evaluate, retrain, layoff, recall, reprimand, suspend, discharge, or discipline for just cause.
2. To manage and determine the type of equipment, programs, and the work to be performed.
3. To determine the department's goals, objectives, programs and services, and to utilize personnel in a manner determined by the Sheriff to effectively and efficiently meet those purposes.
4. To determine the size and composition of the work force and each division's organizational structure.
5. To promulgate and enforce work rules, departmental orders, policies and procedures that require employees to use or refrain from using specified equipment, uniforms, weapons, and other tools of duty.

6. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained.
7. To determine the department's budget and uses thereof, to maintain the security of records and other pertinent information.
8. To determine the department's missions and to determine conduct and performance expected of employees.

The Employer is not required to bargain on subjects reserved to the management and direction of the Governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of this collective bargaining Agreement.

Section 3.2 The Ohio Labor Council Inc. agrees that all of the functions, rights, powers, responsibilities, and authority of the Employer in regard to the operation of its work and business and the direction of the work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific provisions of this Agreement are and shall remain exclusively those of the Employer.

ARTICLE 4

FOP/OLC SECURITY

Section 4.1 The Employer agrees to deduct FOP/OLC membership dues, fees, and assessments in accordance with this Article for all employees eligible for the bargaining units.

Section 4.2 The Employer agrees to deduct FOP/OLC membership dues once each pay period from the pay of any eligible employee in the bargaining units upon receiving written authorization signed individually and voluntarily by the employee. The employee or his/her designee must present the signed payroll deduction form to the Employer. Upon receipt of the proper authorization, the Employer will deduct FOP/OLC dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the Employer received the authorization.

Section 4.3 As a condition of employment, sixty (60) days following the beginning of employment, or upon the effective date of the Labor Agreement, whichever is later, employees in the bargaining units who are not members of the FOP/OLC, including employees who resign from membership in the FOP/OLC, shall pay to the FOP/OLC, through payroll deduction, a fair share fee. The fair share fee is automatic and does not require written authorization of the employee. This provision shall not require any employee to become or to remain a member of the FOP/OLC, nor shall the fair share fee exceed the dues paid by members of the FOP/OLC in the same bargaining units. The FOP/OLC is responsible for annually certifying to the Employer the amount of the fair share fee, along with the breakdown of its use, prior to the implementation of this section. If an employee challenges through the Courts or the State Employment Relations Board the deduction of the fair share fee, his/her deductions shall continue, but the funds shall be placed in an interest bearing escrow account until a resolution of his/her challenge is reached.

The party, in whose favor the resolution is determined, shall receive the escrowed funds, including interest, if any.

Section 4.4 The Union warrants and guarantees that no provision of its fair share fee process violates the Constitution or laws of the United States or the State of Ohio. The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of FOP/OLC dues. The FOP/OLC 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 pursuant to this article. Once the funds are remitted to the FOP/OLC, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP/OLC.

Section 4.5 The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than the one covered by the bargaining units; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization; or (6) resignation of the employee from the FOP/OLC.

Section 4.6 The Employer shall not be obligated to make dues deductions from any employee who, during any pay periods involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of FOP/OLC dues.

Section 4.7 The parties agree that neither the employees nor the FOP/OLC shall have a claim against the Employer for errors in the processing of deductions, unless a claim or error is made to the Employer in writing within sixty (60) days after the date of such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the FOP/OLC dues deduction would normally be made by deducting the proper amount.

Section 4.8 The rate of which dues are to be deducted shall be certified to the Employer or his/her designee by the FOP/OLC by December of each year. One (1) month advance notice must be given the Employer or designee prior to making any changes in an individual's dues deduction.

Section 4.9 Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement or until such employee submits a written revocation of the dues deduction authorization to the employer or his/her designee. The address to send dues, fees and assessments is FOP/OLC, Inc., 222 East Town Street, Columbus, Ohio 43215.

ARTICLE 5

FOP/OLC REPRESENTATION

Section 5.1 Representatives of the FOP/OLC shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the FOP/OLC representative shall identify himself/herself to the Employer or the Employer's designee.

Section 5.2 The Employer shall recognize up to two (2) employees representing the bargaining unit specified in section 2.1, designated by the FOP/OLC to act as FOP/OLC Associates for the purpose of processing grievances in accordance with the Grievance Procedure. The Associates, or in their absence or inability to perform their function, designated alternates shall be recognized as representatives, as provided herein.

Section 5.3 The FOP/OLC shall provide to the Employer an official roster of its officers and associates which is to be kept current at all times and shall include the following:

1. Name
2. Address
3. Home telephone number
4. Immediate Supervisor
5. FOP/OLC office held

The Employer shall recognize no employee as a FOP/OLC associate until the FOP/OLC has presented the Employer with written certification of that person's selection.

Section 5.4 The investigation and writing of grievances shall be on non-duty time. The authorized representative may obtain needed information from the office during duty hours, providing the office is open and the employee receives authorization from his immediate supervisor prior to contacting the office. The authorized representative shall be permitted time to deliver grievances to the next step of the grievance process without loss of pay.

Grievance hearings will be scheduled by mutual agreement of both parties. If grievance hearings are scheduled during the employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

Section 5.5 The FOP/OLC agrees that no representative or associate of the FOP/OLC, either employee or non-employee of the Employer, shall interfere, interrupt, or disrupt the normal work duties of the employees. Further, the FOP/OLC agrees not to conduct meetings (bargaining unit, lodge, or committee meetings) involving on-duty employees except to the extent specifically authorized by the Employer. Bargaining unit members shall not conduct FOP/OLC business (defined as fundraising activities, solicitation for memberships, or distribution of literature) on behalf of the FOP/OLC or any FOP Lodge during the work time of any employee. Unauthorized activities shall cease upon the demand of a supervisor, and any failure to cease unauthorized activities may subject the offending employee(s) to disciplinary action.

Section 5.6 The FOP/OLC shall be permitted to utilize interdepartmental mail system in order to communicate confidentially with bargaining unit members, without cost to the FOP/OLC. The FOP/OLC agrees that the use of the mail system will be reasonable and be limited to the normal conduct of business. All mail placed into the interdepartmental mail system shall be the property of whom it is addressed and such mail will not be subject to review by others.

Section 5.7 The FOP/OLC shall be permitted, upon prior notification to the Employer, to place ballot boxes in the work place for the purpose of collecting employee's ballots on FOP/OLC issues subject to ballot. Ballot boxes and their contents are the property of the FOP/OLC and shall not be subject to review by the Employer or other non-bargaining unit staff.

ARTICLE 6

NON-DISCRIMINATION

Section 6.1 The Employer and the FOP/OLC agree not to discriminate against any bargaining unit employee with respect to FOP/OLC membership or non-membership.

Section 6.2 Bargaining unit employees shall not be subject to any threat or reprisal for using the grievance procedure provided herein or for seeking information relative to any grievance.

Section 6.3 Whenever the male pronoun or adjective is used in this Agreement, it shall be deemed also to include the female gender, unless otherwise indicated.

ARTICLE 7

LABOR/MANAGEMENT MEETINGS

Section 7.1 In the interest of sound labor/management relations, the Sheriff and the Union agree to meet at agreeable dates and times for the purpose of discussing matters contained below. The meeting shall consist of the Sheriff and his designee(s), up to three (3) bargaining unit members, and up to one (1) non-employee representative. An agenda may be presented prior to the meeting to facilitate in the efficiency of the meeting. The meeting shall cover items of mutual concern such as:

1. The administration of this agreement
2. Notification of any changes made by the Employer that may affect the employees
3. Discussion of grievances that have not been settled, when the discussions are agreed upon by all affected parties
4. General information that may affect both Employer and employees
5. Ways to improve work efficiency and work performance
6. Health and safety matters
7. Training matters
- 8.

Employees who are on duty during a labor/management meeting shall not lose pay.

Section 7.2 Meetings may be requested by the Employer or employees. Meetings shall be held within a reasonable time after being requested, having regard for the seriousness of the issues involved.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 8.1 The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It shall also apply to the discipline, including the discharge, of any non-probationary employee. It is not

intended that the grievance procedure be used to effect changes in the Articles of this Agreement or those matters which are controlled by the provisions of Federal and/or State laws and/or by the United States or Ohio State Constitutions. Discipline of a non-probationary employee may be appealed through the grievance procedure. However, verbal and written reprimands may be appealed to Step 2.

Section 8.2 There shall be an earnest, honest effort to settle disputes and controversies promptly. The procedures of this Article shall serve as a means of settlement of all grievances.

Section 8.3 Nothing in this grievance procedure shall deny bargaining unit members any rights available at law to achieve redress of their legal rights. However, once the bargaining unit member elects as his/her remedy some other official body (and that body takes jurisdiction), he/she is thereafter denied the remedy of the grievance procedure provided herein.

Section 8.4 All employees will make an earnest effort to settle differences and disputes with their supervisor or section supervisor without filing a grievance. In the event that an agreement cannot be reached, then the following steps shall be taken with respect to any grievance. Any grievance not initiated or taken to the next step within the time limits specified herein will be considered to be resolved. Any answer to a grievance that has not been timely filed shall permit the bargaining unit to involve the next step in the grievance procedure. Time limits for invoking the next higher step in the grievance procedure shall commence on the date the grievance answer is due. For purposes of the grievance procedure, days shall mean calendar days, not including observed holidays or weekends by this Agreement.

Informal Procedure. An employee having the individual grievance will first attempt to resolve it informally with his/her immediate supervisor. Such attempt at informal resolution shall be made by the employee, with or without Union representation, within five (5) days following the event or circumstances giving rise to the grievance having occurred or having reasonable cause to be aware of circumstance arising to the grievance. There is no requirement that the grievance be submitted in writing. If the supervisor grants a grievance at verbal levels, written acknowledgement of granting such grievance shall be furnished. If an employee is not satisfied with the oral response from his/her immediate supervisor, which shall be given within five (5) days, the employee may continue to the next step.

Step 1. An employee not satisfied with the informal procedure response, shall, within five (5) days, file the grievance with the Jail Administrator. The grievance shall be recorded on a "Grievance Report Form" supplied by the Ohio Labor Council, Inc. The Jail Administrator shall meet with the grievant and a Union representative within five (5) days of the grievance being filed. The Jail Administrator will have up to ten (10) days to provide a written answer to the grievance.

Step 2. If the grievance is not satisfactorily settled at the above step, the grievance may be appealed to the Sheriff. The Sheriff or his designee shall have five (5) days after receipt of the grievance to schedule a meeting with the grievant and his Union representative. The Sheriff and/or his designee shall investigate and respond in writing back to the grievant within ten (10) days of the meeting.

Section 8.5 The FOP/OLC, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within fourteen (14) days, the FOP/OLC shall notify the Employer of its intent to seek arbitration over an unresolved grievance. The FOP/OLC may withdraw its request to arbitrate at any time prior to the actual hearing. The party or parties canceling the arbitration shall pay any cancellation fee due the arbitrator. Any grievance not submitted within the fourteen (14) day period described above shall be deemed settled on the basis of the last answer given by the Employer.

1. The arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of nine (9) arbitrators from FMCS area #15 (Ohio). The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may once reject the list and request from FMCS another list of nine (9) names until a mutually agreeable arbitrator is selected. The parties may at any time mutually agree to an alternate arbitration service or method of selection of an arbitrator.
2. If either party challenges the arbitrability of a grievance, it shall notify the other party of its challenge and intent to raise the issue at the arbitration hearing. At the hearing, the first question to be placed before the arbitrator is whether or not the issue can be arbitrated within his/her jurisdiction to decide. If the arbitrator deems he/she has jurisdiction in this grievance based on arbitrability, the arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of specific Articles of this Agreement.

The arbitrator shall have no authority to modify, add to, subtract from, alter or amend the terms of the Agreement. The arbitrator shall be confined to the issue(s) submitted to arbitration and shall have no authority to determine other issues.

No less than five (5) days prior to the beginning of the arbitration hearing, both parties shall exchange witness lists and copies of all documents which they intend to use at the hearing.

3. The decision of the arbitrator shall be final and binding on the grievant, the FOP/OLC, and the Employer. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of the testimony, arguments, and submission of the final briefs.
4. The fees and other costs for the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and the cost of the hearing room, if any, shall be borne equally by the Employer and the FOP/OLC. The fees and costs, if any, of any non-employee witnesses shall be borne by the party calling them. The fees of the court reporter shall be paid by the party asking for one, or split equally by the parties if both parties desire a court reporter. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing. Employees not on duty when such grievance and arbitration hearings take place will not receive compensation for such proceedings.

Section 8.6 When an employee covered by this Agreement chooses to represent himself/herself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate FOP/OLC representative will be notified of his/her right to be present at the adjustment.

Section 8.7 The FOP/OLC shall provide and maintain the "Grievance Report Form" identified in section 8.4, step 1. The FOP/OLC shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms. All grievance forms shall contain the following information:

1. Grievied employee's name and signature
2. Grievied employee's classification
3. Date grievance was first discussed and the name of the supervisor with whom the grievance was discussed
4. Date grievance was filed in writing
5. Date grievance occurred
6. Location the grievance occurred
7. A brief description of the incident giving rise to the grievance
8. Specific articles of the Agreement violated
9. Desired remedy to resolve the grievance

Section 8.8 Any grievances filed as class action grievances shall contain the signatures of those employees that are included in the class action grievance.

ARTICLE 9

DISCIPLINE

Section 9.1 Employees may be disciplined for just cause.

Disciplinary action shall be corrective in nature and shall not be applied in an arbitrary manner. Discipline shall take into account the nature of the violation, the employee's record of performance and conduct, past disciplinary actions and other appropriate considerations.

Nothing in this Article shall be interpreted as limiting the Employer's ability to implement discipline at an advanced step where appropriate.

Discipline shall be carried out in a private and business-like manner.

Section 9.2 Employees shall not be compelled to participate in political activities, and the participation or failure to participate in a political activity may not be considered by the Employer in its decision to hire, fire, or promote an employee. Any employee of the Van Wert County Sheriff's Department who seeks to coerce another employee into participating in a political activity is subject to dismissal.

Section 9.3 The Employer may take the following forms of discipline:

- A. Verbal Warning

- B. Written Reprimand
- C. Suspension
- D. Reduction in pay or position
- E. Termination

Section 9.4 In the event an employee is to be given disciplinary action for behavior or conduct, which warrants a suspension or removal, a pre-disciplinary meeting between the employee and the Sheriff or his designee shall be arranged. The pre-disciplinary meeting will be scheduled not earlier than forty-eight (48) hours after the employee is notified of the meeting and of the charges against him or her. The employee or his/her designated Union Representative shall have the right to obtain a copy of any written statement, or any recorded statement, etc., which are to be used in the disciplinary hearing in accordance with applicable law. The employee may have one representative present for the pre-disciplinary meeting, along with the staff Representative. The employee is responsible for notifying the representative(s).

Section 9.5 At the pre-disciplinary meeting, the employee may elect to do any of the following: (1) appear at the meeting and present an oral or written statement; (2) appear at the meeting and have his representative present an oral or written statement; (3) in the event the employee is physically unable to appear at the hearing, have his representative appear at the meeting and present an oral or written statement; or, (4) elect to waive the opportunity to have a pre-disciplinary meeting. An employee who, without notice, fails to appear, or fails to cause his representative to appear, at a pre-disciplinary hearing meeting, shall be considered to have waived the meeting.

Section 9.6 After the pre-disciplinary meeting, the employee shall be notified in writing of the disciplinary action and the effective date of such disciplinary action. The employee may file a written appeal of discipline that results in a loss of pay in accordance with the grievance and arbitration procedures set forth in this Agreement. Terminations may be appealed directly to the fourth step of the grievance procedure. The parties agree that the State Personnel Board of Review and the Ohio Department of Administrative Services shall have no jurisdiction over bargaining unit employees.

Section 9.7 When the Employer determines that the offense is of such a nature that immediate action is required, the Employer is not prohibited by the terms of this Article from placing an employee on administrative leave with pay pending investigation and/or pre-disciplinary meeting.

Section 9.8 The Employer shall provide notice to the local Union President of all disciplinary action taken against bargaining unit employees.

Section 9.9 Whenever the Employer or his/her designee(s) interviews, questions, or interrogates bargaining unit members in reference to alleged or suspected misconduct, either in preliminary investigations or in disciplinary hearings, the following conditions shall apply:

1. Employees being questioned, as witnesses shall be so informed.
2. When an employee who is suspected of misconduct is interviewed, questioned, or interrogated regarding such misconduct, he/she shall be apprised of the nature of the suspected misconduct as it is known at that time and his/her right to have the

- opportunity to have a FOP/OLC representative present to advise him/her during the questioning.
3. Prior to questioning, employees (including witnesses) shall be informed that failure to respond truthfully may result in disciplinary action for insubordination or dishonesty
 4. Preliminary investigations may be tape-recorded. Formal disciplinary hearings shall be tape recorded by the hearing officer. A copy of the recording shall, at the request of the charged employee, be provided to the employee.
 5. Questioning sessions shall be for reasonable periods and shall allow for personal necessities and rest periods, it being understood that there shall be no period of continuous questioning exceeding one (1) hour without provision for a ten (10) minute rest break.

Section 9.10 Any employee who has been the subject of an investigation under this section shall be informed in writing of the outcome of the case at the conclusion of the investigation.

Section 9.11 All loss of pay disciplinary action including, but not limited to suspensions, reductions in rank and dismissal may be appealed through the grievance procedure. Disciplinary action not involving loss of pay may be grieved through the grievance procedure, but is not subject to Arbitration.

ARTICLE 10

PERSONNEL FILES

Section 10.1 Each employee may inspect his/her official personnel file maintained by the Employer at any reasonable time, and shall, upon request, receive a copy of any documents contained therein. An employee shall be entitled to have a representative of his choice accompany him during such review.

Section 10.2 If an unfavorable statement or notation is in the Official personnel file, the employee shall be given the opportunity to place a statement of explanation or rebuttal with the unfavorable statement. No anonymous material of any type shall be included in the employee's Official personnel file.

Section 10.3 Records of oral and written warnings shall cease to have force and affect one (1) year from the date of issuance and shall, upon request of the employee, be removed from the personnel file, providing no intervening discipline has occurred. Any record of more severe discipline shall cease to have force and affect two (2) years from the date of issuance and shall upon the request of the employee, be removed from the personnel file providing no intervening discipline has occurred.

ARTICLE 11

PROBATIONARY PERIODS

Section 11.1 Every newly hired employee of the Van Wert County Sheriff's Department whose classification is covered by this Agreement will be required to successfully complete a nine (9) month probationary period, beginning with the date that he/she begins receiving compensation

from the Employer. A probationary employee shall have no recourse through the grievance procedure outlined in Article 9 of this Agreement. The Employer will have no obligation to the Union to furnish reasons for the termination of any employee during his/her probationary period.

Section 11.2 Upon satisfactory completion of the probationary period, the employee will be given permanent status and shall have all of the rights of other employees covered under this Agreement.

Section 11.3 The Sheriff may extend the probationary period at the end of the initial nine (9) month period for an additional six (6) months. Prior to the extension, the Sheriff must notify the FOP/OLC of the extension with a reason for the extension.

Section 11.4 Employees promoted to a different bargaining unit classification shall serve no more than a ninety (90) day probationary period. Employees promoted, who fail to successfully complete the new probationary period, shall be returned to their previously held classification without loss of seniority and at their previous rate of pay.

ARTICLE 12

SENIORITY

Section 12.1 Department seniority shall be defined as an employee's uninterrupted length of continuous employment with the Van Wert County Sheriff's Office. A probationary employee shall have no seniority until he/she satisfactorily completes his/her probationary period. After completion of his/her probationary period, the seniority time will be retroactive to the original date of hire as an employee of the agency.

Part-time employees will be listed separately. This list will be used for consideration for full-time employment opportunities as they become available.

Section 12.2 Departmental seniority shall be terminated in the following situations:

1. Resignation of the employee
2. Discharge of employee for just cause and cause is upheld
3. The employee fails to return at the expiration of a leave of absence
4. The employee fails to report after a recall from a layoff in the specified time period
5. The employee is laid off for a period greater than twelve (12) consecutive months.

Section 12.3 Subject to departmental staffing requirements, employees may be permitted to voluntarily trade work shifts or days off subject to the approval of the Sheriff or his designee. Shift trades shall not result in overtime. Employees are entitled to no more than three (3) shift trades during a six-month period in each calendar year (January through June and July through December).

ARTICLE 13

LAYOFF AND RECALL

Section 13.1 Employees may be laid off due to lack of work, lack of funds or job abolishment. When the Employer determines that a long-term layoff is necessary, he/she shall notify the affected employees fourteen (14) days in advance of the effective date of the layoff. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting nine (9) working days or less, as soon as possible. The Employer, upon request from the FOP/OLC, agrees to discuss the impact of the layoff on bargaining unit employees. Any layoffs in the bargaining unit shall be instituted in accordance with the seniority definitions outlined in Article 12 of this Agreement. If Department of Corrections, based on minimum jail standards, requires the Sheriff to specifically address gender staffing issues, then the FOP/OLC will recognize the employer may have to layoff a member of one gender, even though he/she may have more seniority than a member of opposite gender.

There will be no displacement from or to other bargaining agreements or other employees within the Sheriff's Office not included in this agreement.

Section 13.2 Employees that are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, employees who are still on the recall list shall be recalled, in their inverse order of their layoff, provided they are presently qualified to perform the work in the classification to which they are recalled. Any recalled employee requiring additional training to meet the position requirements in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of the recall. The employer shall pay any training expenses that are a result of this requirement.

Section 13.3 Notice of recall shall be sent certified, return receipt requested, to the last known address of the laid off employee. The Employer shall be held harmless if the employee has failed to provide any changes of addresses to the Employer and fails to receive the notice due to an improper address.

Section 13.4 The recalled employee shall have seven (7) calendar days to notify the Employer of the employee's intention to return to work. The employee shall have up to ten (10) days to return to work, unless the Employer and the recalled employee otherwise agree upon a date.

ARTICLE 14

BULLETIN BOARDS

Section 14.1 The Employer shall provide space for a bulletin board for exclusive use by the Union. The bulletin board will be located in a conspicuous and mutually agreed upon area where it will be available to all employees. Any notices or literature posted do not have to be approved by the Employer prior to being posted. The Union agrees that no notices will be posted on the bulletin board that contains any or all of the following:

1. Personal attacks upon any employees of the county

2. Scandalous or derogatory attacks upon the administration
3. Any obscene or ethnic materials
4. Attacks on any other employee organization.

Section 14.2 The Sheriff or his designee, shall cause to be removed, anything posted on the bulletin board that is in violation of this Article.

ARTICLE 15

WORK RULES – GENERAL ORDERS

Section 15.1 The Employer agrees that the rules and regulations or standard operating procedures of the Van Wert County Sheriff's Office shall be furnished to all bargaining unit employees in written form.

Section 15.2 The rules and regulations or standard operating procedures shall be applied in a non-discriminatory manner and may not violate any provisions of this Agreement.

Section 15.3 Nothing in this Article shall affect the Employer's right to give verbal orders to employees.

ARTICLE 16

SCHEDULING OF OVERTIME AND SPECIAL ASSIGNMENTS

Section 16.1 Scheduled compensated overtime is defined as that overtime which Department schedules not less than fourteen (14) calendar days prior to the need for such overtime and for which the individual working such overtime is paid a regular hourly rate.

Section 16.2 Scheduled overtime shall be posted two (2) weeks (14 days) in advance of when such overtime would occur. The fulltime bargaining unit employee would have one (1) week in which to sign the posting, after which the Sheriff or his designee will assign as he desires.

Section 16.3 No scheduled compensated overtime controlled by and/or assigned by the Sheriff's Department, including special assignments, shall be performed by individuals not employed within the bargaining unit.

Section 16.4 Non-scheduled overtime remains within the discretion of the Employer.

Section 16.5 In the event a fulltime bargaining unit employee has gone on sick leave, which would extend more than one (1) week, the Employer may schedule any part time personnel to cover the absence of the fulltime employee after the first week has been offered to fulltime bargaining unit employees as in section 16.2.

Section 16.6 When a regularly scheduled employee calls in, they will not be able to report to work for a legitimate reason, they shall do so a minimum of two (2) hours prior to their assigned

shift time, unless a proven emergency exists. The Employer shall then decide how that work vacancy shall be covered. (Reference 16.2)

ARTICLE 17

JOB BIDDING

Section 17.1 When a vacancy occurs within the bargaining unit, which the Sheriff decides to fill, the following procedures shall be followed.

1. Job openings shall be posted on the bulletin board for five (5) work days and by any other means deemed appropriate by the appointing authority.
2. Each announcement, insofar as practicable, shall specify the title, salary, nature of the job, the required qualifications, the deadline for the application and the method and place of application.
3. During the five (5) work day posting period, the employee wishing to apply for the vacant position, shall submit a written application to the appointing authority or designee.
4. It is understood that all promotional actions are at the discretion of the Sheriff. When a job is posted, the following practice will be observed:

Skills, knowledge, and ability to perform the work will be the first consideration when awarding a job opening to an applicant. When skills, knowledge, and ability to perform the job applied for, are the same or similar between multiple applicants, in the judgment of the Sheriff, then the employee with the greatest length of service in the County Sheriff's Department employment will be given first preference to fill the opening.

5. It is the policy of the Sheriff to train and develop entry level employees for higher level classifications whenever possible. When job vacancies above entry level are to be filled, employees will be given every fair opportunity to apply for such vacancies before outside recruitment is utilized. However, if no current employee is deemed to be qualified for the vacant position by the Sheriff or designee, the job shall be filled through the selection of qualified outside job applicants. Outside job applicants will be recruited by any available means, including newspaper advertisements or employee referrals.

ARTICLE 18

CALL IN PAY/COURT OVERTIME

Section 18.1 When an employee is required in the line of duty to attend court or a court ordered function during hours outside his/her scheduled shift, he/she shall be compensated for such additional hours at the appropriate hourly rate (straight time or overtime) as provided in this Agreement, but for not less than two (2) hours at the appropriate hourly time rate.

Section 18.2 An employee called into work at a time outside of his regularly scheduled shift, which call out does not abut his regularly scheduled shift, shall receive a minimum of two (2) hours compensation at the appropriate hourly rate (straight time or overtime), as provided in this Agreement.

Section 18.3 The employee's regular work schedule shall not be reduced later in the workweek for the purpose of avoiding payment under this Article.

ARTICLE 19

WORK HOURS AND OVERTIME

Section 19.1 This Article is intended to define the normal hours of work per day or per week in effect at the time of the execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purposes of promoting efficiency, improving services, or from establishing the work schedules of employees. This Article is not intended to be used on the basis for computing overtime and shall not be construed as a guarantee of work per day or week.

Section 19.2 The standard workweek for all full time employees covered by the terms of this Agreement shall be forty (40) hours. The work week shall be computed based on a work period from 12:01A.M. on Saturday of each calendar week until 12 midnight the following Friday.

Section 19.3 Whenever an employee is required by the Employer to work more than forty (40) hours per week in a work period as defined in section 19.2 above, he shall be paid overtime pay for all time worked in excess of forty (40) hours per work week pay period. Overtime pay shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate.

Approved vacation leave, approved personal leave, and approved sick leave hours used for bereavement leave shall be used to compute overtime. (Other sick leave hours shall not be used).

Bargaining unit employees who have worked over eight (8) hours per day, but are unable to work their forty (40) hour week, due to a death in the family with approved sick time being taken, shall be compensated at the overtime rate. A death in the family shall be the only exception to the excess of forty (40) hours worked at the one and one-half (1 ½) times rate.

Section 19.4 There shall be no pyramiding or compounding of overtime or premium payments.

Section 19.5 Whenever the Employer determines to offer overtime to bargaining unit employees, the Employer shall make a reasonable effort to equally distribute offerings of overtime among eligible qualified bargaining unit employees by shift. In the event any bargaining unit employee does not desire to work overtime offered by the Employer, the Employer may order any employees who are qualified to perform the work or to work the overtime.

Section 19.6 It is understood and agreed by the parties that when the Employer has determined that the operational needs of the department require overtime, any or all employees may be required to work overtime.

Section 19.7 When the time changes for daylight savings time, employees shall be paid for the hours actually worked.

Section 19.8 Part-time employees shall be offered a minimum of eight hours of work per month.

ARTICLE 20

JURY DUTY

Section 20.1 Any employee who is summoned for jury duty shall be granted leave with full pay. An employee shall provide the Employer with a copy of the jury duty summons when requesting such leave. Leave shall commence on the date of appearance noted on such summons. The Employer shall be notified immediately upon completion of the jury duty obligation.

Section 20.2 Any compensation or reimbursement for jury duty shall be remitted to the employer. If the employee is released early from his/her jury duty obligation, the employee shall report to work in order to complete his/her assigned shift, provided that two (2) or more hours remain in such shift.

ARTICLE 21

UNIFORMS/EQUIPMENT

Section 21.1 Each employee shall receive four hundred dollars (\$400.00) on January 1st through December 31st of each calendar year. Uniforms will be charged to the Sheriff's Office. Employees are responsible to secure Sheriff's Office uniform apparel, not to exceed the allowance. Employees are to turn in their uniform receipts to the Sheriff's designee for recording purposes. Each bargaining unit employee will maintain at least two (2) uniforms in the event a uniform is damaged or soiled. Employees will be required to be in uniform as designated by the Employer when reporting for duty. This required uniform will be worn on a day-to-day basis by all employees covered by this Agreement. The employees agree to maintain the uniforms so that they are proper in appearance at the Employers discretion. The Employer shall furnish handcuffs and a handcuff case to each Corrections officer.

Approved uniform items including but not limited to:

Uniform pants
Uniform shirts
Shoes
Coat
Glove case
Belt

Uniform patches
Name bar
All-season coat
BSSA Sweater

The Employer will provide in the 1st year of employment, two (2) uniforms and a coat as required by the Employer. As part of the two (2) uniforms provided in the 1st year of employment, the Employer will provide new uniform pants. Employees will receive the annual uniform allowance as defined by contract beginning in the second year of employment.

Section 21.2 In the event of damage to prescription eye glasses (including frames), contact lenses, dentures, or wrist watches (watch replacement up to \$100.00), while performing authorized emergency duty, the Employer shall reimburse the employee for the actual cost of repair/replacement. The employee shall file a claim with worker's compensation and any reimbursement received there from shall be remitted to the Employer. Uniforms damaged while on duty shall be replaced or repaired by the Employer.

If an employee receives payment through a restitution order issued by a court for damaged items, the Employer shall be reimbursed for monies paid in accordance with this Article up to the maximum amount the Employer paid, but not to exceed the amount the employee received through the court restitution process.

Section 21.3 Training. All mandatory training shall be paid for time spent in training, as required by the Employer.

ARTICLE 22

HEALTH AND SAFETY

Section 22.1 Occupational health and safety is the mutual concern of the Employer, the union, and the employees. The union will cooperate with the employer in promoting employees to observe safety rules and regulations.

Section 22.2 All employees are responsible for notifying the Employer of any equipment or conditions that the employee believes to be unsafe.

Section 22.3 First aid training and necessary equipment shall be provided by the Employer.

ARTICLE 23

LONGEVITY PAYMENT

Section 23.1 All full-time employees will be awarded longevity payments at the rate of fifty (\$50) dollars for each year of service commencing on the employee's sixth (6) anniversary date of ~~full time~~ service continuing to the twenty-ninth (29) year anniversary date. The total yearly maximum payment shall not exceed one thousand two hundred (\$1,200.00) per year per employee.

6 years	\$50.00		
7 years	\$100.00	18 years	\$650.00
8 years	\$150.00	19 years	\$700.00
9 years	\$200.00	20 years	\$750.00
10 years	\$250.00	21 years	\$800.00
11 years	\$300.00	22 years	\$850.00
12 years	\$350.00	23 years	\$900.00
13 years	\$400.00	24 years	\$950.00
14 years	\$450.00	25 years	\$1000.00
15 years	\$500.00	26 years	\$1050.00
16 years	\$550.00	27 years	\$1100.00
17 years	\$600.00	28 years	\$1150.00
		29 years	\$1200.00

Section 23.2 Should an employee work past their hire in anniversary date and would resign, voluntarily terminate or retire, they shall receive their longevity payment at the time of their separation as long as the employee's separation is not due to criminal or disciplinary termination or resignation due to disciplinary action, in which case the longevity payment would not apply.

ARTICLE 24

HOLIDAYS

Section 24.1 Full time bargaining unit members shall be entitled to receive the following holidays each year at the regular rate of pay.

New Years Day	Martin Luther King Day
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas
Employee's Birthday (Part-time shall also receive the Birthday Holiday off with pay)	

The Birthday Holiday shall be taken off as it falls on the calendar. In the event that the birthday falls on the employee's day off, then the employee shall take the first scheduled day off back to

- d. Illness, injury, surgery or pregnancy-related condition of a member of the employee's immediate family which requires the presence of the employee and may require a physician's statement of the necessity of the employee's presence. In lieu of a physician's statement an employee shall not be granted sick leave payment.

Funeral leave does not constitute an occurrence.

If, within a six (6) month period, there are in excess of three (3) occurrences of sick leave use in lieu of a doctor's slip, the employee will be subject to a disciplinary investigation as to the legitimate use of sick leave. Any occurrence with a doctor's slip (excuse) does not count against the employee.

An occurrence can be one (1) day or any amount of consecutive days, as long as the absence pertains to the same illness or injury.

For purposes of this Section, immediate family shall be defined as the employee's spouse, child, mother, father, or stepchild in regards to sick leave usage for an illness or injury in the immediate family. Sick leave may be used as funeral leave in the event of a death of the employee's father, mother, spouse, child, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, spouses grandparents, or other person who stands in place of a parent (loco parents).

The Employer maintains the right to investigate any employee absences.

Section 25.4 Sick leave shall be charged in minimum units of two (2) hours. An employee may use sick leave for only for the regularly scheduled workdays and may not use sick leave for any extra or overtime hours the employee may be scheduled to work. Employees absent on sick leave shall be paid at the same basic hourly, daily or biweekly rate as when they were working.

Section 25.5 When an employee is unable to report to work, he shall notify his immediate supervisor or other designated Employer representative not less than two (2) hours prior to his scheduled starting time. The employee shall notify the Employer on each day of absence unless the employee makes other advance arrangements with his supervisor.

Section 25.6 Any employee requesting sick leave shall be required to furnish a standard written signed statement or other documentation as requested by the Employer to justify the use of sick leave. Sick leave shall not be paid until such documentation has been submitted and the leave approved by the Employer. The employee shall be required to furnish a physician's statement for an absence of two (2) days or more. Falsification of the written signed statement or altering the physician's statement will be grounds for disciplinary action up to and including dismissal.

The employee will submit to such medical examination, nursing visit or other inquiry, which the appointing authority deems necessary. The appointing authority shall approve or disapprove sick leave requests on a case-by-case basis, and only for appropriate reasons.

Section 25.7 The Employer may require an employee to take a physical or mental examination by a licensed physician at any time to determine the employee's capability to perform the duties of his position. If not found qualified, the employee may be placed on sick leave or disability

retirement to the Public Employees Retirement System. If the employee has no vacation leave or sick leave, he may be placed on involuntary disability separation up to six (6) months. In the event there is a conflict between the opinion by the Employer, the parties and the physician selected by the Employer, the parties shall mutually select a third physician to examine the employee. The Employer may investigate the employee for sick leave use whenever the Employer feels sick leave use is not legitimate.

Section 25.8 Vacation leave may be used at the election of the employee for sick leave purposes after sick leave is exhausted. Employees who have exhausted all available and authorized paid leave credits may, at the discretion of the appointing authority, be granted a disability leave of absence without pay as specified in the appropriate Article of this Agreement.

Section 25.9 Upon retirement from active service with at least ten (10) years of full time active service with the Van Wert County Sheriff's Office, unused sick leave banked hours plus current accumulated unused sick leave shall be converted to cash a benefit in the following manner:

Payment for accumulated unused sick leave banked hours plus current accumulated unused balance shall be made at the employee's regular rate of pay at the time of retirement, at the rate of one (1) hour of pay for every two (2) hours of accumulated unused balance.

CONVERSION OF SICK LEAVE CREDIT AT YEAR'S END

- A. To qualify for cash benefit payable on the second (2nd) payday in December, employees shall be required to have a sick leave bank balance of one thousand and forty (1,040) hours.
- B. Employees shall continue to accumulate sick leave at a rate of 4.6 hours for each eight (8) hours in active pay status (excluding overtime hours). For those employees with one thousand and forty (1,040) hours banked on the second pay date of December, conversion to cash benefit shall be made in the following manner:
 1. One hundred twenty (120) hours less sick leave used during or subsequent to the last payday in December shall be converted at a rate of fifty percent (50%) of regular rate of pay for those employees who have used eight (8) hours or less. At a rate of forty percent (40%) of regular rate of pay for those employees who use more than eight (8) but less than 16.1; thirty percent (30%) of regular rate of pay for those employees who use more than sixteen (16) hours but less than 24.1 hours; twenty percent (20%) of regular hourly rate for those who used more than twenty-four (24) hours.
- C. Sick leave used for a qualifying funeral leave shall not count as used sick leave for determining what percentage is paid to the employee.

Section 25.10 Personal absence days shall be earned by full time employees as follows:

- A. If an employee does not exceed eight (8) hours of sick leave per four (4) month period, then one (1) personal absence day is earned.

January, February, March, April	1 day
May, June, July, August	1 day
September, October, November, December	1 day

- B. Personal days shall be allowed to accumulate for one (1) year and if unused, the employee shall be paid for those unused days.
- C. The exception to the eight (8) hours of sick time, if sick time is approved for funeral leave, then the employee shall not lose their personal day.
- D. Personal absence days with pay may be granted in the exercise of the Employer's sole discretion and only upon written application submitted to the employee's immediate supervisor not less than forty-eight (48) hours in advance of requested leave.
- E. Personal absence days will be permitted when the Employer's operational requirements so permit. Personal absence days are not to be carried over from year to year.

ARTICLE 26

ON THE JOB INJURY LEAVE

Section 26.1 Bargaining unit employees who are injured in the line of duty and must leave work before completing their work day shall be paid at their regular rate of pay, for the period of absence not to exceed the balance of time left in their scheduled work day. If an employee is injured while working overtime, overtime pay ceases at the time of their injury.

Section 26.2 An employee injured in the line of duty and who makes application for worker's compensation payments, may elect to use his accrued sick leave in accordance with County policy, prior to receiving payments from worker's compensation. Employees shall sign an agreement directing all workers compensation payments to the County as reimbursement for such payments and shall have a proportionate amount of their sick leave re-credited upon receipt of the worker's compensation payments by the County. Payment of injury leave in this manner shall not exceed twelve (12) weeks for each injury authorized for payment by the Bureau of Workers Compensation.

Section 26.3 Employees are prohibited from receiving payment for sick leave while simultaneously receiving payment from Workers Compensation.

ARTICLE 27

EXPENSE REIMBURSEMENT

Section 27.1 When an employee is on department business or training and overnight lodging is required, the employee will be reimbursed for food and lodging with prior approval from the Employer, consistent with the County Commissioner's Travel and Reimbursement Resolution.

ARTICLE 28

EMERGENCY RELIEF

Article 28.1 In cases of emergency declared by the President of the United States, Governor of the State of Ohio, the Van Wert County Commissioners, the Federal or State Legislature, or the Sheriff of Van Wert County, such as acts of God or civil disorder, the following conditions of the Agreement may be automatically suspended:

1. Time limits for the Employer or the union on replies on grievances
2. Selected work rules and/or agreements and practices relating to the assignment of employees

Upon termination of the emergency, should valid grievances exist, they shall be processed in accordance with provisions outlined in the Agreement, and proceed from the point they had been suspended due to the emergency.

ARTICLE 29

VACATIONS

Section 29.1 Fulltime employees are entitled to vacation with pay after one (1) year of service with the Employer. No employee is entitled to vacation leave until he/she has completed one (1) year of service with the Employer.

Section 29.2 Vacation shall be accumulated according to the following schedule:

Years of service with the Van Wert Co So	Hours of vacation Earned Annually	Hours per pay period
1 year but less than 8 years	80	3.1
8 years but less than 15 years	120	4.6
15 years but less than 20 years	160	6.2
20 years	200	7.7

Part-time employees shall earn vacation leave on a pro-rated basis based on hours worked.

Section 29.3 The Employer will schedule employee's vacation time off as the operational needs of the department permit. A vacation calendar shall be posted in the department in January of each year to allow employees to indicate their vacation preferences prior to May 1st of each year. If, prior to May 1st, two (2) or more employees request the same vacation dates, the Employer will give preference to the more senior employee, providing the department would not be adversely affected. After May 1st, vacation will be granted on a first request basis as the operational needs of the department permit.

Section 29.4 Vacation leave shall normally be taken by an employee between the year in which it was accrued and the next anniversary date of the year of employment.

Section 29.5 Each employee who separates from active service with the Van Wert County Sheriff's Department shall be paid for all unused vacation leave. In the case of a death of an employee, such unused vacation leave shall be paid to his estate.

Section 29.6 Fulltime employees who are in active pay status less than the normal schedule during a given pay period will accumulate vacation at a rate of equal to that percentage of the pay period they were actually in active pay status.

Section 29.7 Vacation pay may be taken in not less than one (1) day increments.

Section 29.8 Time worked, as part-time employee shall count towards vacation accrual. (Pro rated to actual time worked).

ARTICLE 30

TRAINING

Section 30.1 The Employer and union agree that in order to maintain an efficient and professional work force within the Van Wert County Sheriff's Office, the Employer will continue to maintain a training program for its employees.

Section 30.2 The Employer may reassign an employee to a different shift on the days he/she is scheduled to work to accommodate training.

Section 30.3 The Employer shall pay for all required training and pre-approved costs for training. The Employer shall supply travel to and from training, or mileage reimbursements may be utilized using the amount set by the County. Training required by the Sheriff or his designee for the purposes of fulfilling the position of Corrections Officer will be considered on duty time for purposes of pay and benefits.

ARTICLE 31

MEAL PERIODS

Section 31.1 Each employee shall be granted a meal period not to exceed thirty (30) minutes during each regular work shift when operationally feasible. Those employees required to remain on duty and on call during their meal break, shall have the meal period considered part of their standard workday schedule.

ARTICLE 32

LEAVE OF ABSENCE

Section 32.1 Each employee that has completed their probationary period with the Employer may request an unpaid leave of absence of up to six (6) months. The granting of the leave is within the discretion of the Sheriff and must be approved in advance. No leave of absences shall be granted for the purpose of working another job. If it is determined that the employee is not

actually using the leave for the purpose specified, the Sheriff may cancel the leave and provide the employee written notice to return to work. If an employee fails to return within five (5) calendar days of such notice, that employee shall be considered to have resigned.

Section 32.2 An employee shall not earn sick leave, vacation, or seniority while on a leave of absence. Upon completion of a leave of absence, the employee shall be returned to the position formerly held or to another position similar if the original position has been abolished.

ARTICLE 33 UNPAID DISABILITY LEAVE

Section 33.1 A physically incapacitated employee who has exhausted his/her accumulated sick leave, vacation, or any other authorized paid leave, may request up to six (6) months of unpaid disability leave. Such request shall be granted by the Employer upon submission, by the employee, of satisfactory evidence in writing that the employee is physically unable to perform the duties of his/her position. Each request for unpaid disability leave will be reviewed and approved on a case by case basis.

Section 33.2 An unpaid disability leave may be extended for an additional six (6) months at the Employer's discretion, if the employee submits evidence as to his/her continuing disability, along with a probable date of return to duty during the extension period.

Section 33.3 Employees on unpaid disability leave shall not accrue vacation, sick leave, or seniority.

ARTICLE 34 MILITARY LEAVE

Section 34.1 The Employer shall comply with State and Federal laws concerning military leave. Such laws may be supplemented at the sole discretion of the Sheriff.

ARTICLE 35 NO STRIKE-NO LOCKOUT

Section 35.1 The union and its members agree that neither its officers, agents, nor representatives will authorize, instigate, cause, aid, or condone any strike or work stoppage. When the Employer notifies the union that any employee covered by this agreement is involved in any of the above activities, the union shall take prompt action to end such activity. The Employer agrees that neither the Sheriff, his officers, agents, nor representatives will authorize, instigate, aid, or condone any lockout of any bargaining unit members provided they are not in violation of this section.

Section 35.2 All labor disputes between parties shall be handled through the grievance process.

ARTICLE 36

HEALTH INSURANCE

Section 36.1 The Employer agrees to provide all bargaining unit employees hospitalization and major medical insurance coverage in the same manner as provided to other general fund County employees.

Section 36.2 Bargaining unit employees shall not pay a portion of the monthly premium costs unless general fund County employees are required to pay.

Section 36.3 Extended coverage for matters covered under Workers Compensation – The Employer agrees to pay the Employer's share of premiums for the current month plus up to six (6) additional months.

Section 36.4 Upon attainment of one (1) year of service with the Employer, each fulltime bargaining unit employee shall be eligible for one thousand (\$1,000.00) dollars worth of life, accidental death and dismemberment insurance coverage. Thereafter, an additional one thousand (\$1,000.00) dollars worth of coverage will be added for each year of service with the Employer, which the employee completes until a maximum of twenty thousand (\$20,000.00) dollars worth of coverage is obtained.

Section 36.5 The Employer agrees to pay the premium cost for the Life Insurance coverage.

Section 36.6 The Employer agrees to defend and indemnify bargaining unit employees in accordance with applicable law.

ARTICLE 37

FAMILY MEDICAL LEAVE

Section 37.1 Each bargaining unit employee shall be entitled to up to twelve (12) work weeks of family and/or medical leave during any twelve (12) month period in accordance with the Family & Medical Leave Act of 1993 (FMLA) and the regulations promulgated hereunder.

Section 37.2 In order to be eligible for family and medical leave, a bargaining unit employee must have been employed by the Employer for at least twelve (12) months and have worked at least one thousand two hundred and fifty hours (1,250) during the twelve (12) month period preceding the commencement of the leave.

Section 37.3 An employee requesting FMLA shall submit the request in writing on forms supplied by the Employer in accordance with the requirements required by the Department of Labor.

Section 37.4 Should the Employer have questions or doubts of the necessity for the FMLA, he may require the employee to obtain a second opinion at the Employer's expense. If the

determination of the employee's physician and the second opinion physician conflict, then the Employer may require the opinion of a third physician. The third physician shall be chosen by both the employee's physician and the second opinion physician. The decision of the third physician shall be the determining factor in the approval of the FMLA request.

Section 37.5 During the time of the FMLA leave, the Employer shall continue the employee's health insurance at the same levels as if the employee was still in a normal work status.

Section 37.6 Any leaves taken that qualify as FMLA leave time, whether paid or unpaid, will be counted towards the twelve (12) week limit in a rolling twelve (12) month period.

Section 37.7 Upon return from FMLA leave, the affected employee shall be returned to the same position held prior to taking the leave with no loss in seniority. If the position is not available or has been abolished, then the employee shall be returned to a similar or equivalent position.

Section 37.8 This Agreement shall not conflict with any portions of the Family and Medical Leave Act of 1993. The Family and Medical Leave Act of 1993 shall take precedence over any conflict of this Agreement.

ARTICLE 38

WAGES

Section 38.1 All employees governed by this Agreement shall receive wages at the rate set forth in Appendix A.

Section 38.2 The Employer shall pay 2.50% of the employee's OPERS total pension contribution.

Section 38.3 Bargaining unit employees shall normally be paid every two (2) weeks.

Section 38.4 Whenever a bargaining unit employee is specifically assigned by the Employer to temporarily work in a higher classification for a period of five (5) consecutive calendar days or more, they shall be compensated at the lowest rate established for such higher classification for all hours assigned to such classification. All actions under this Article require the prior approval of the Employer. The parties recognize that an absence of a supervisor of five (5) or more days shall result in an OIC appointment.

ARTICLE 39

SHIFT BIDDING

Section 39.1. Non-probationary, fulltime employees in the classification of Correction Officer shall have the opportunity to select a regular shift preference every 120 days on the basis of departmental seniority starting May 1st and every four months thereafter. Permanent days off shall be part of the shift selection unless an employee agrees otherwise to change of days off.

Section 39.2 Once shift preference has been selected by May 1st, the schedule for the following 120 days shall be posted by June 1st.

Section 39.3 The selection of shift schedules does not preclude the Employer from changing schedules should demonstrated and verifiable mitigating circumstances arise and operational requirements change. One (1) week notice shall be given prior to a change of shifts.

ARTICLE 40

DURATION OF AGREEMENT

Section 40.1 This Agreement shall be effective from June 1, 2016 at 12:01 a.m. until June 1, 2019 at 11:59 p.m.

Section 40.2 If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred and twenty (120) days prior to the expiration date, or later than ninety (90) days prior to the expiration date of this Agreement. Notice to modify or terminate this Agreement, shall comply with OAC 4117-1-02. The parties shall commence negotiations within two (2) weeks upon receiving notice of intent.

IN WITNESS WHEREOF, the parties have hereunto placed their signatures this 24th day of May, 2016, expressing acceptance of the terms and conditions herein.

VAN WERT COUNTY SHERIFF

Thomas M. Riggerbach

FOP/OLC

Jackie A. Wegman
Jesse Ball

VAN WERT COUNTY COMMISSIONERS

[Signature]

Capt. [Signature]

[Signature]

WAGES ARTICLE 38

Appendix A- Correction Officers Employment Year

Contract Year	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>
06/01/2016	\$13.50	\$14.48	\$14.77	\$15.05	\$15.97
06/01/2017	\$13.77	\$14.91	\$15.21	\$15.50	\$16.45
06/01/2018	\$14.18	\$15.35	\$15.66	\$15.96	\$16.94

All above figures are hourly rates of pay. Pay increase is made on anniversary date of hire.