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**AGREEMENT**

**BETWEEN**

**THE WYANDOT COUNTY SHERIFF'S OFFICE**

**AND**

**THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**

**UNIT 1-A, UNIT 1-B, AND UNIT 2**

**CASE NUMBERS: 2016-MED-06-0652  
2016-MED-06-0653  
2016-MED-06-0654**

**EFFECTIVE:**

**October 1, 2016 through September 30, 2019**

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## AGREEMENT/PURPOSE

This Agreement, entered into by the Wyandot County Sheriff's Office, hereinafter referred to as the "Employer," and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; for the purpose of promoting cooperation, orderly and constructive relations between the Employer and its employees, and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining units as defined herein.

## ARTICLE 1 LEGAL REFERENCES

**Section 1.1.** Any subject addressed in this Agreement supersedes and replaces all pertinent statutes on that subject over which it has authority to supersede and replace. All provisions of Ohio Revised Code Chapter 124.01 through 124.56, Section 4111.03 and Section 325.19 are replaced by the provisions contained in this Agreement. If a court of competent jurisdiction declares any provision of this Agreement to be invalid, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

**Section 1.2.** The parties agree that should any provision of this Agreement be found to be invalid, and upon written request by either party, they will schedule a meeting within thirty (30) days at a mutually agreeable place and time to attempt to modify the invalidated provisions by good faith negotiations. However, such meeting, or meetings, shall not be construed or interpreted as reopening of negotiations unless the parties specifically and mutually agree in writing to reopen negotiations.

**Section 1.3.** The Employer and the OPBA agree that for purposes of this Agreement, the provisions of the Revised Code pertaining to personnel and payroll reporting requirements to the Ohio Department of Administrative Services do not apply to bargaining unit employees.

## ARTICLE 2 RECOGNITION

**Section 2.1.** The Employer recognizes the OPBA as the sole and exclusive representative for the purpose of negotiating all matters pertaining to wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of existing provisions of a collective bargaining agreement between the Employer and the employees in the bargaining units as certified by the State Employment Relations Board Case Numbers 09-REP-06-0070 as Unit 1-A dated April 22, 2010; 09-REP-06-0069 as Unit 2 dated April 22, 2010; and 09-REP-06-0070 as Unit 1-B dated April 22, 2010.

**Section 2.2.** All positions and classifications not specifically certified by the Ohio State Employment Relations Board as being included in the bargaining units shall be deemed excluded from the bargaining units.

**Section 2.3.** Unless delineated specifically by clause, all provisions of this Agreement apply equally to all units. The units shall be designated as follows:

- Unit 1-A** – Included: Deputy Sheriff.
- Excluded: Communications Technicians, Corrections Officers, all management-level employees, confidential employees, professional employees, casual and seasonal employees and supervisors including: Sheriff, Chief Deputy, administrative assistants, Sergeants and Lieutenants, and all other employees not included above.
- Unit 2** – Included: All employees in the classifications of Communications Technician and Corrections Officer.
- Excluded: All full-time Deputies, all management-level employees, confidential employees, professional employees, seasonal and casual employees, and supervisors including: Sheriff, Chief Deputy, and Administrative Assistants, Sergeants and Lieutenants, and all other employees not included above.
- Unit 1-B** – Included: Sergeants and Lieutenants.
- Excluded: All full-time Deputies, Communications Technicians, Corrections Officers, all management-level employees, confidential employees, professional employees, seasonal and casual employees, and supervisors including: Sheriff, Chief Deputy, Administrative Assistants, and all other employees not included above.

**Section 2.4.** It is understood that this Agreement is a multiple unit agreement, entered into voluntarily by the parties pursuant to Chapter 4117 of the Ohio Revised Code, and that no future obligation exists that would require the parties to bargain for these units in separate negotiations for this current collective bargaining agreement.

### **ARTICLE 3**

#### **PROBATIONARY EMPLOYEES**

**Section 3.1.** Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees, defined herein, shall begin on the first day for

which the employee receives compensation from the Employer and shall continue for the following periods:

<u>Classification</u>	<u>Length of Probation Period</u>
Deputy Sheriff	one (1) year
Corrections Officer	one (1) year
Communications Technician	one (1) year

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

**Section 3.2.** A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion. The length of the probationary period shall be in accordance with the following schedule, dependent upon the classification to which the employee is promoted:

<u>Classification</u>	<u>Length of Probation Period</u>
Deputy Sheriff	one (1) year
Corrections Officer	one (1) year
Communications Technician	one (1) year
Deputy Sheriff — Sergeant	one (1) year
Deputy Sheriff — Lieutenant	one (1) year

A newly promoted employee who evidences unsatisfactory performance will receive counseling and assistance, but if the unsatisfactory performance continues, he may be returned to his former position any time during his probationary period. If the employee is grieved after being returned to his former position, he may submit the issue of reason for his disqualification to the grievance procedure.

**Section 3.3.** Part-time employees who work a portion of each normal working day shall have their probationary period determined by the number of calendar days following appointment in the same manner as full-time employees. Employees who work an irregular schedule or who work less than the normal number of working days per week shall have their probationary period determined on the basis of the number of calendar days actually worked comparable to a full-time employee.

#### **ARTICLE 4** **DUES DEDUCTION**

**Section 4.1.** The Employer agrees to deduct membership dues in accordance with this Article for all employees eligible for the bargaining unit upon the successful completion of their individual probationary periods.

**Section 4.2.** The Employer agrees to deduct regular membership dues once each month from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct membership dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

**Section 4.3.** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of membership dues. The OPBA 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 OPBA, their disposition hereafter shall be the sole and exclusive obligation and responsibility of the OPBA.

**Section 4.4.** 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 one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization; in accordance with the terms of this Agreement; or (6) resignation by the employee from the OPBA.

**Section 4.5.** The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of membership dues.

**Section 4.6.** The parties agree that neither the employees nor the OPBA shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the dues deduction would normally be made by deducting the proper amount.

**Section 4.7.** The rate at which dues are to be deducted shall be certified to the Payroll Clerk by the Treasurer of the OPBA during January of each year. One (1) month advance notice must be given the Payroll Clerk prior to making any changes in an individual’s dues deductions.

**Section 4.8.** Each eligible employee’s written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement except, any employee may revoke his authorization only during the month of December of each year. This provision does not require any employee to maintain OPBA membership.

**ARTICLE 5**  
**MANAGEMENT RIGHTS**

**Section 5.1.** Except as otherwise agreed herein, the Employer retains all of its rights and responsibilities as set forth in Chapter 4117, Ohio Revised Code, including the right to:

- A. Determine matters of inherent managerial policy, which include, but are not limited to areas of discretion or policy such as functions, programs of the Employer, standards of service, overall budget, utilization of technology, and organizational structure.
- B. Direct, supervise, evaluate, or hire employee.
- C. Maintain and improve the efficiency and effectiveness of governmental operations.
- D. Determine overall methods, process, means, or personnel by which governmental operations are to be conducted.
- E. Suspend, discipline, demote, discharge for just cause or layoff, transfer, assign, schedule, promote, or retain employees.
- F. Determine the adequacy of the work force.
- G. Determine the overall mission of the Employer as a unit of government.
- H. Effectively manage the work force.
- I. Take actions to carry out the mission of the Public Employer as a governmental unit.

**ARTICLE 6**  
**OPBA BUSINESS**

**Section 6.1. Bulletin Boards.**

- A. The Employer agrees to provide space for one (1) bulletin board in an agreed upon area of the facility for use by the OPBA.
- B. All OPBA notices of any kind posted on the bulletin board shall be signed, posted or removed by the employee OPBA representative or his designee during non-work time. OPBA notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:
  - 1. OPBA recreational and social affairs;
  - 2. Notice of OPBA meetings and Police Beat;

3. OPBA appointments;
  4. Notice of OPBA elections;
  5. Results of OPBA elections;
  6. Reports of non-political standing committees and independent non-political arms of the OPBA;
  7. Non-political publications, ruling, or policies of the OPBA;
  8. Postings related to collective bargaining (SERB notices, tentative agreements, fact-finding reports, conciliation reports, bargaining unit vote results, and notices related to bargaining unit voting and tallying votes).
- C. All other notices of any kind not covered by 1 through 8 above must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the OPBA bulletin board at any time which contain the following:
1. Personal attacks upon any other member or any other employee;
  2. Scandalous, scurrilous, or derogatory attacks upon the Employer, the County, or any other governmental units or official;
  3. Attacks on any employee or organization, regardless of whether the organization has local membership; and
  4. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.
- D. No OPBA related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin board designated for use by the OPBA.
- E. Upon the request of the Employer or his designee, the OPBA shall cause the immediate removal of any material posted in violation of this article. Refusal to remove said material will subject the employee to disciplinary action by the Employer.

**Section 6.2. Ballot Boxes.** The OPBA shall be permitted, upon prior notification to the Sheriff, to place a ballot box in the Squad Room for the purpose of collecting members' ballots on all OPBA issues subject to ballot. Such box shall be the property of the OPBA and neither the ballot box nor its contents shall be subject to the Employer's review.

**Section 6.3. Use of Intra-Department Mails.** The OPBA shall be permitted to utilize the intra-departmental mail system for the purpose of providing information pertaining to OPBA business or bargaining unit representation, to bargaining unit members. The OPBA agrees that the use of the mail system will be reasonable and limited to providing information that is necessary for the normal conduct of OPBA business or bargaining unit representation. All mail placed into the mail system by the OPBA shall be the property of the bargaining unit members to whom it is addressed, and such mail shall not be subject to the Employer's review.

## **ARTICLE 7** **OPBA REPRESENTATIVES**

**Section 7.1. Negotiations Committee.** The Employer agrees to allow not more than four (4) bargaining unit employees, selected by the OPBA, to serve on the OPBA's Negotiations Committee. Meetings when possible will be schedule during employees' off-duty time; however, no more than one (1) bargaining unit employee will be in pay status during negotiations.

**Section 7.2. Delegate Leave.** One (1) duly elected or selected OPBA member shall be allowed reasonable time off duty with use of accumulated personal, holiday, or vacation leave to attend OPBA seminars, OPBA training, and OPBA conventions. Reasonable advance notice will be required. The above time shall not exceed two (2) workdays per calendar year.

## **ARTICLE 8** **NONDISCRIMINATION**

**Section 8.1.** All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

**Section 8.2.** The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the OPBA, and the Employer shall not discriminate, interfere, restrain, or coerce any employee because of OPBA membership or because of any legal employee activity in an official capacity on behalf of the OPBA, as long as that activity does not conflict with the terms of this Agreement.

**Section 8.3.** The OPBA agrees not to interfere with the rights of employees to refrain or resign from membership in the OPBA and the OPBA shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the OPBA or involvement in OPBA activities.

**Section 8.4.** The Employer and the OPBA agree not to unlawfully discriminate against any bargaining unit employee because of that individual's age, race, religion, national origin, ancestry, sex, disability/handicap, genetic history, or military status.

**ARTICLE 9**  
**NO STRIKE/NO LOCKOUT**

**Section 9.1.** The Employer and the OPBA recognize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. During the term of this Agreement, the OPBA shall not authorize, cause, engage in, sanction, or assist in any sick call, work stoppage, strike, sympathy strikes, or slowdown which affects the Employer or his operations. Should any employee(s) engage in a sick call, work stoppage, strike, sympathy strike, or slowdown, the OPBA will promptly do whatever it can to prevent or stop such unauthorized acts, including the preparation of a letter addressed to the Employer stating “the action is not sanctioned and all employees should return to work immediately” signed by the ranking OPBA officer.
- B. The term “strike,” for purposes of this Section, shall have the same meaning as defined in Section 4117.01(H) of the Ohio Revised Code.

**Section 9.2.** In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violates Section 9.1 of this article is subject to discipline or discharge by the Employer. Disciplinary action taken in accordance with the provisions of this article shall not be subject to the Grievance Procedure Article, to the extent that only the question of whether or not the employee did or did not participate in such action shall be subject to appeal.

**Section 9.3.** During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of its employees unless those employees shall have violated Section 9.1 of this article.

**Section 9.4.** Nothing in this article shall be construed to limit or abridge the Employer’s right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

**ARTICLE 10**  
**SENIORITY**

**Section 10.1.** Seniority for purposes of this Agreement shall be computed on the basis of uninterrupted length of continuous service with the Wyandot County Sheriff’s Department as a full-time regular employee.

The following situations shall not constitute a break in continuous service:

- A. Absence while on approved leave of absence;
- B. Absence while on approved sick leave or disability leave;

- C. Military leave;
- D. A layoff of two (2) years duration or less.

**Section 10.2.** The following situations constitute breaks in continuous service for which seniority is lost:

- A. Discharge for just cause;
- B. Retirement;
- C. Layoff for more than two (2) years;
- D. Failure to return to work within fourteen (14) calendar days of a recall from layoff absent extenuating circumstances such as illness, injury, or disability;
- E. Failure to return to work at the expiration of leave of absence; and
- F. Resignation.

**Section 10.3.** "Seniority" as defined in Section 10.1 of this article shall apply wherever the term "seniority" is used in this Agreement.

## **ARTICLE 11**

### **GRIEVANCE PROCEDURE**

**Section 11.1. Grievance Defined.** A grievance shall be defined as any unresolved questions or disputes concerning the interpretation and application of this Agreement.

**Section 11.2. Qualifications.** A grievance can be initiated by the OPBA or an aggrieved bargaining unit member. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each bargaining unit member in the same manner, the OPBA or Group Representative shall file a class action grievance on behalf of all those affected. Such attempt at informal resolution shall be made by the member-grievant within seven (7) calendar days following the events or circumstances giving rise to the grievance or when they reasonably should have been first known by the member.

**Section 11.3. Grievance Procedure.** The following steps are the implementation steps and procedures for handling member's grievances:

- A. **Step One — Preliminary Step.** A member having an individual grievance will first attempt to resolve it informally with their immediate supervisor. If the grounds for the grievance arise outside the member's normal chain of command, then the grievant will attempt to resolve the grievance in the chain of command giving rise to the grievance. All other steps contained in

this Article shall apply to the processing of the grievance. At this step, there is not a requirement that the grievance be submitted or responded to in writing. All grievances are to be filed within seven (7) calendar days of the occurrence that gave rise to the grievance.

If the member is not satisfied with the oral response from his immediate supervisor at this Step, he may pursue the formal steps which follow.

**B. Step Two — Immediate Supervisor.**

1. When a member has a grievance, for which his supervisor's oral response in the preliminary step is unsatisfactory, he may then submit said grievance in writing to the supervisor on the grievance form agreed upon by the parties. Such form must be submitted to the supervisor within seven (7) calendar days following the oral response from the preliminary step.

The supervisor shall date stamp the form on the date of its receipt. Grievances submitted beyond the seven (7) calendar day time limit shall not be considered.

2. Within seven (7) calendar days of his receipt of the written grievance, the immediate supervisor shall affix his written response to the form, date and sign his response, and return one copy of it to the grievant. If the aggrieved member does not refer his grievance to the third step of the procedure within seven (7) calendar days after his receipt of the decision rendered in this step, the grievance shall be considered to be satisfactorily resolved.

**C. Step Three — Sheriff.**

1. Should the member-grievant not be satisfied with the answer in Step Two, within seven (7) calendar days thereafter, he may appeal the grievance to this Step Three by delivering or having delivered a copy of the grievance form, containing the written responses at the prior steps and any other pertinent documents, to the Sheriff. The Sheriff shall date-stamp the form, accurately showing the date he received the form.
2. Within seven (7) calendar days of his receipt of the grievance form, the Sheriff shall schedule and conduct a meeting to discuss the grievance with the grievant. The grievant may bring with him to the meeting an employee OPBA representative and a non-employee OPBA representative.
3. Within seven (7) calendar days of the meeting in this step, the Sheriff shall submit to the member-grievant, the employee representative, and non-employee representative a written response.

D. **Step Four — Arbitration.**

1. If the parties are unable to satisfactorily resolve the grievance at the final step of the grievance procedure, it may be appealed to a mutually selected arbitrator. Such appeal must be presented to the Sheriff by the OPBA in writing within fourteen (14) calendar days from receipt of the Sheriff's final response to the grievance at the final step of the Grievance Procedure.

After receipt of a request to arbitrate, the representatives of each of the parties (the OPBA and the Employer) shall select an arbitrator. The arbitrator shall be selected in the following manner: the Federal Mediation and Conciliation Service (FMCS) shall be requested to submit a panel list of nine (9) arbitrators from FMCS (Ohio), who are members of the National Academy of Arbitrators.

Each party may, one time only, reject an entire list. Upon mutual acceptance of the FMCS list, the parties shall strike the names of the arbitrators until only one name remains. The party requesting arbitration shall strike the first name. All decisions reached by the arbitrator shall be final and binding on the Employer, the OPBA and the employee(s).

Any cost involved in obtaining the list of arbitrators shall be paid by the requesting party.

2. **Authority of Arbitrator.** The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing and recording testimony from both parties and applying the rules of the FMCS. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of specific articles or sections in this Agreement. He may not modify or amend the Agreement.
3. **Arbitration Costs.** The fees of the arbitrator and the rent, if any, for the hearing room shall be borne equally by the Employer and the OPBA.

The expenses of any non-employee witnesses shall be borne, if at all, by the party calling them. Additionally, the expenses of any employee of the Employer who is not on scheduled duty shall be borne, if at all, by the party calling them. The fees of a court reporter shall be paid by the party asking for one; however, such fee shall be split equally if both parties desire a reporter or request a copy of the transcript.

An employee requested to appear at the arbitration hearing by either party and whose presence is necessary shall attend without the necessity of a subpoena, although either party may, if it so chooses, subpoena the individual.

The Employer shall compensate an employee who is on duty and scheduled to work at the time of the arbitration hearing and whose attendance is necessary and requested by either the

OPBA or the Employer at the employee's regular hourly rate of pay, solely for the period of time it is necessary for him to attend and testify at the hearing.

Where practicable, the employee witness shall be placed on call for purposes of his attendance so that the Employer does not necessarily incur increased costs. It is agreed that any request for attendance shall be made in good faith and that the calling of a witness shall not unduly interfere with the operation of the Employer.

4. **Arbitrator's Finding.** All decisions reached by the arbitrator shall be final and binding on the Employer, the OPBA and the employee(s). The arbitrator's decision and award will be in writing and will specifically state both the rationale for the decision as well as the finding and holding.

Said decision shall be mailed to the OPBA and the Sheriff or his designee, within sixty (60) days from the date the record is closed. It is understood that the record is not closed until the parties have submitted post-hearing briefs, where such a request is made.

5. **Questions of Arbitrability.** The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

**Section 11.4. Grievance Representative.** A member and his grievance representative shall be allowed time off from regular duties with pay for attendance at scheduled grievance hearings, if such meetings are scheduled by the Employer during the grievant's or grievance representative's assigned shift or work period.

**Section 11.5. Time Limits.** It is the Employer's and the OPBA's intention that all time limits in the above grievance procedure shall be met. To the end of encouraging thoughtful responses at each step, the grievance and the Employer's designated representative may mutually agree, at any step, to short time extensions for the Employer's answer, but any such agreement must be in writing and signed by the parties. Similarly, any step in the grievance procedure may be skipped on any grievance by mutual consent. In the absence of such mutual extension, the grievant may, at any step where a response is not forthcoming within the specified time limits, presume the grievance to have been granted by the Employer in full, and the Employer shall immediately implement the requested remedy.

**Section 11.6. Representatives in Meetings.** In some steps of the grievance procedure outlined in Section 11.3, certain specific representatives are given approval to attend the meetings therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible step of the grievance procedure, it may be beneficial that other representatives, not specifically designated, be in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the grievance procedure, but only upon

advance mutual agreement among the parties specifically designated to attend that such additional representative(s) has input which may be beneficial in attempting to bring resolution to the grievance.

**Section 11.7. Grievance Form.** The OPBA shall supply the grievance form.

**Section 11.8. Nondiscrimination.** No member or official of the OPBA shall be removed, disciplined, harassed, or discriminated against because he or she has filed or pursued a grievance under this procedure.

## **ARTICLE 12**

### **WAIVER IN CASE OF EMERGENCY**

**Section 12.1.** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Wyandot County Commissioners, the Federal or State legislature, or the Wyandot County Sheriff, such as acts of God or civil disorder, the following conditions of this Agreement shall automatically be suspended:

- A. Time limits for the Employer's or the OPBA replies on grievances.
- B. Work rules and/or agreements and practices relating to the assignment of all employees.

**Section 12.2.** Upon the termination of the emergency, should valid grievances exists, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance[s] had properly progressed).

**Section 12.3.** In the event an employee is called upon to perform work during such emergency, the employee's wages or entitlement to overtime compensation shall not be adversely affected thereby.

## **ARTICLE 13**

### **CORRECTIVE ACTION AND RECORDS**

**Section 13.1.** No non-probationary employee shall be reduced in pay, demoted, suspended, or discharged except for just cause.

**Section 13.2.**

- A. Except in instances where the employee is found guilty of serious or gross misconduct, discipline will be applied in a corrective, progressive, and uniform manner in accordance with the Employer's policy.
- B. Progressive discipline, where appropriate, shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct and shall include an oral reprimand, a written reprimand, and a suspension for the same or related offenses prior to dismissal.

**Section 13.3.** Whenever the Employer determines that an employee's conduct may warrant a suspension, reduction, or discharge, a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of or to refute the alleged violation. Written notice of such conference may be mailed or personally delivered to the employee. Such notices shall specify the time, date and place of the conference, and the notice shall also advise the employee of his right to be represented at the conference by one (1) OPBA representative.

**Section 13.4.** Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters twenty-four (24) months after their effective date, providing there are no intervening disciplinary actions taken during that time period.

**Section 13.5.** The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. Any employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this Agreement.

**Section 13.6.** The parties recognize that sergeants and lieutenants have authority, in the interest of the Employer, to supervise, direct, and recommend personnel actions with regard to subordinates. Such authority carries with it the responsibility to direct the implementation of personnel policies, administer provisions of the collective bargaining agreement, and enforce departmental rules and regulations.

#### **ARTICLE 14** **PERSONNEL FILES**

**Section 14.1.** It is recognized by the parties that the Employer may prescribe regulations for the custody, use, and preservation of records, papers, and documents pertaining to bargaining unit employees. Employees shall have access to their individual personnel files for review during normal business hours. Any employee wishing to examine his personnel file shall make a request in advance to the Employer. The Employer shall not be required to pay an employee or to lose that employee's services as a result of this activity. An employee may request an OPBA representative to be present at this examination.

**Section 14.2.** Employees will be provided a copy of materials contained in their personnel file upon written request.

**Section 14.3.** If an unfavorable statement or notation is in the file, the employee may place a brief statement of rebuttal or explanation in the file.

**Section 14.4.** Public records requests for information contained in an employee's personnel file will be handled in accordance with Ohio Revised Code 149.43.

## **ARTICLE 15** **PROMOTIONS**

**Section 15.1.** Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be posted on the employee's bulletin board for seven (7) days. During the posting period, any non-probationary employee wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer may elect to consider probationary employee candidates. The Employer shall not be obligated to consider any applications submitted after the posting date.

**Section 15.2.** Nothing in this article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis. The employee will be notified that he is temporarily placed in the position.

**Section 15.3.** All timely-filed applications shall be reviewed considering the following criteria; qualifications, experience, education, work record, previous job performance, disciplinary record, physical, and mental capability. If two or more employees are considered by the Employer to be substantially equal in meeting the outlined criteria, then seniority shall govern in awarding the position. If none of the applicants are qualified, the Employer may fill the position in another manner.

**Section 15.4.** Once the selection has been made, the Employer will notify all applicants who have been interviewed of the selection.

**Section 15.5.** The term promotion, for purposes of this Agreement, shall mean the act of placing an individual in a position which carries a higher salary than that previously held.

## **ARTICLE 16** **WORK RULES**

**Section 16.1.** The Employer agrees, to the extent possible, to continue to provide work rules in writing and provide copies to employees in advance of their enforcement for which they will sign. Any charge by an employee that a work rule is in violation of this Agreement, or has not been applied or interpreted uniformly to all members, shall be a proper subject for the grievance procedure. The Employer will provide the local Group Representative with copies of any revised or any work rules in advance of their intended effective dates.

## **ARTICLE 17** **LABOR RELATIONS MEETINGS**

**Section 17.1.** In the interest of sound labor relations, if either party determines a requirement, they may request a Labor Relations Meeting, with five (5) days written notice. Such notice will include the items stated in Section 17.2, and the date and time must be mutually agreed upon. The meetings shall be between the Sheriff and/or his designee and not more than three (3) employee representatives

of the OPBA and one (1) nonemployee OPBA representative. The purpose of any such meeting will be to discuss pending problems, exchange information, and to promote improved labor relations.

**Section 17.2.** An agenda will be furnished at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting, and the names of those OPBA representatives who will be attending. The purpose of such meeting shall be to:

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

**Section 17.3.** Employee/OPBA representatives attending labor relations meetings shall not suffer loss in their regular pay while attending any meetings provided for under this Article which are held during the employees' regular working hours.

**Section 17.4.** Labor relations meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

## **ARTICLE 18**

### **LAYOFF AND RECALL**

**Section 18.1.** When the Employer determines that a long-term layoff is necessary for reason of lack of work or lack of funds; or that job abolishment is necessary for reason of reorganization for the efficient operation of the appointing authority, for reasons of economy, or for lack of work; they shall notify the affected employees fourteen (14) days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible. The Employer, upon request from the OPBA, agrees to discuss, with representatives of the OPBA, the impact of the layoff on bargaining unit employees.

**Section 18.2.** The Employer shall determine in which classification(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their seniority and their ability to perform the remaining work available without further training. When two or more employees have relatively equal experience, skill, ability, and qualifications to do the work without further training, the

employee(s) with the least seniority will be laid off first. The Employer's determination as to qualification, experience, skill and ability is subject to the grievance procedure.

**Section 18.3.** Any Deputy Sheriff receiving notice of a long-term layoff shall have twenty-four (24) hours following receipt in which to exercise his right to bump a less senior employee in the classification of Corrections Officer or Communications Technician provided the more senior employee does possess the skill, ability, and qualifications to perform the work and has completed the required education/training.

Any Corrections Officer or Communications Technician receiving notice of a long-term layoff shall have twenty-four (24) hours following receipt in which to exercise his right to bump a less senior employee in the classification of Corrections Officer or Communications Technician provided the more senior employee does possess the skill, ability, and qualifications to perform the work and has completed the required education/training.

Any Sergeant receiving notice of a long-term layoff shall have twenty-four (24) hours following receipt in which to exercise his right to bump a less senior employee in the classification of Deputy Sheriff. Should his seniority prohibit such, he may bump either a less senior employee in the classification of Corrections Officer or Communications Technician, provided the more senior employee does possess the skill, ability, and qualifications to perform the work and has completed the required education/training.

Any Lieutenant receiving notice of a long-term layoff shall have twenty-four (24) hours following receipt in which to exercise his right to bump a less senior employee in the classification of Sergeant. Should his seniority prohibit such, he may then bump a less senior employee in the classification of Deputy Sheriff. Should his seniority prohibit such, he may then bump either a less senior employee in the classification of Corrections Officer or Communications Technician, provided the more senior employee does possess the skill, ability, and qualifications to perform the work and has completed the required education/training.

Any employee who is bumped from his position shall have twenty-four (24) hours in which to exercise his bumping rights in a similar manner as described herein. Laid off employees shall be placed on the appropriate recall list. An employee may only bump once during any long-term layoff affecting his current position as described above.

**Section 18.4.** Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are qualified to perform the work in the job classification which they are recalled without further training.

**Section 18.5.** Notice of recall from a long-term layoff shall be sent to the employee by certified mail with a copy to the OPBA. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

**Section 18.6.** In the case of a long-term layoff, the recalled employee shall have five (5) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

**Section 18.7.** The parties agree that the layoff and recall provisions of Article 18 specifically supersede the provisions of Ohio R.C. Sections 124.321 through 124.328 as they apply to bargaining unit employees.

## **ARTICLE 19** **MISCELLANEOUS**

**Section 19.1. Safe Equipment.** The Employer will furnish and will maintain in the best possible working conditions, within the limits of its financial capability, the necessary tools, facilities, vehicles, supplies, and equipment required for employees to safely carry out their duties. Employees are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for tools, facilities, vehicles, supplies, and equipment provided by the Employer.

**Section 19.2. Agreement Copies.** Within thirty (30) days following the signing of this Agreement, the Employer shall provide three (3) copies of this Agreement to the OPBA, plus one unbound copy for future printing. Any future printing beyond the three (3) copies shall be borne by the party desiring additional copies.

**Section 19.3.** All bargaining unit employees shall reside either in Wyandot County, or in any adjacent county to Wyandot County.

County vehicles may be driven home by bargaining unit employees by authorization of the Sheriff on a case-by-case basis.

**Section 19.4.** Bargaining unit employees shall be required to maintain a telephone at their place of residence or a personal cell phone to be carried at all times, and provide the phone number(s) to the Sheriff's Office.

## **ARTICLE 20** **INSURANCE**

**Section 20.1.** The Employer agrees to provide health insurance coverage for the bargaining unit employees which is equal to that coverage provided to other County employees under the Commissioners jurisdiction. The Employer agrees to pay eighty percent (80%) of the premium cost of either a Single or Family Plan. The employee shall pay twenty percent (20%) of the premium cost, through payroll deduction.

**ARTICLE 21**  
**WAGES**

**Section 21.1.** Bargaining unit employees shall be paid according to the following schedule: the probationary wage scale shall be increased by \$0.50 on October 1, 2016; \$0.55 on October 1, 2017; and \$0.60 on October 1, 2018. For non-probationary employees the wage scale shall be increased by \$.70 on October 1, 2016; \$.60 on October 1, 2017; and \$.50 on October 1, 2018.

	<b><u>*October 1, 2016</u></b>	<b><u>*October 1, 2017</u></b>	<b><u>*October 1, 2018</u></b>
<b><u>Deputy Sheriff:</u></b>			
Probationary (0-1 yr.)	\$19.35	\$19.90	\$20.50
1 <sup>st</sup> anniversary	\$21.55	\$22.15	\$22.65
4 <sup>th</sup> anniversary	\$21.85	\$22.45	\$22.95
8 <sup>th</sup> anniversary	\$22.15	\$22.75	\$23.25
<b><u>Corrections Officers:</u></b>			
Probationary (0-1 yr.)	\$17.39	\$17.94	\$18.54
1 <sup>st</sup> anniversary	\$19.72	\$20.32	\$20.82
4 <sup>th</sup> anniversary	\$19.97	\$20.57	\$21.07
8 <sup>th</sup> anniversary	\$20.17	\$20.77	\$21.27
<b><u>Communications Technician:</u></b>			
Probationary (0-1 yr.)	\$17.39	\$17.94	\$18.54
1 <sup>st</sup> anniversary	\$19.72	\$20.32	\$20.82
4 <sup>th</sup> anniversary	\$19.97	\$20.57	\$21.07
8 <sup>th</sup> anniversary	\$20.17	\$20.77	\$21.27

**Sergeants:**

Probationary (0-1 yr.)	\$21.75	\$22.30	\$22.90
1 <sup>st</sup> anniversary	\$23.05	\$23.65	\$24.15

**Lieutenants:**

Probationary (0-1 yr.)	\$22.75	\$23.30	\$23.90
1 <sup>st</sup> anniversary	\$24.20	\$24.80	\$25.30

\* Wage increases shall become effective the start of the pay period that includes October 1.

In exceptional cases or to meet staffing needs, where a new hire demonstrates outstanding qualifications or skills, the Sheriff may assign the new employee to a rate higher than the probationary step. In no case, however, shall a pay rate be assigned to a new employee higher than the 1<sup>st</sup> Anniversary rate of pay.

**Section 21.2.** Longevity pay shall accrue at the rate of five dollars (\$5.00) per month after three (3) completed years of continuous service with the Wyandot County Sheriff's Department, with an additional five dollars (\$5.00) per month for each year of service longer than three (3) completed years of continuous service. This sum shall be paid in the first pay period in December of each year. Employees shall become eligible upon their anniversary date of employment with the Employer subject to the conditions above, and the December payment shall be prorated to December 1 including the month attaining eligibility.

**ARTICLE 22**  
**UNIFORMS**

**Section 22.1.** The Employer shall provide uniforms and equipment for those members of the bargaining unit required by the Employer to wear a specific uniform. The Sheriff shall determine the appropriate uniform to be worn by the employee and the employee shall be required to be in proper uniform upon reporting for and while on duty. Uniform and equipment items shall be replaced on an as needed basis as determined by the Employer. Any article lost or damaged through negligence of the employee shall be replaced at the employee's expense. As required, uniforms shall be cleaned and repaired at the Employer's expense, at a vendor determined by the Employer. Each employee shall have one serviceable uniform available at all times.

**Section 22.2.** All uniforms, accessories, and equipment purchased by the Employer shall remain the property of the Employer. Upon termination of employment, the employee shall return such uniform or clothing items and equipment to the Employer.

**Section 22.3.** The employee shall be responsible for turn in of dirty or unserviceable uniforms in a timely manner to facilitate cleaning and/or repairing.

## **ARTICLE 23**

### **JURY DUTY/COURT DUTY**

**Section 23.1.** A bargaining unit employee who is called to and reports for jury duty by the United States, the State of Ohio, or a political subdivision on his regularly scheduled working hours shall be compensated by the Employer for full pay for such hours of jury service. Any compensation received from the courts for jury duty service shall be submitted to the Employer for deposit in the appropriate County fund.

**Section 23.2.** An employee released from jury duty prior to the end of his scheduled work day, shall report to work for the remaining hours. The employee is required to submit the certificate to the Employer prepared by the Court stating the date and time the employee was released from such jury duty.

**Section 23.3.** In order to be eligible for payment, the employee must notify his supervisor within a reasonable time after receipt of notice of selection for jury duty, and must furnish a written statement from the appropriate court official showing the date served and the amount of pay received.

**Section 23.4.** A bargaining unit employee, who in his capacity as a member of the Sheriff's Department, is required to appear in court during regular hours, shall be granted time with pay to attend a court of record as a witness. Upon receipt of payment for court service, the employee shall submit witness fees to the Employer for deposit in the appropriate County fund.

**Section 23.5.** A bargaining unit employee, who in his capacity as a member of the Sheriff's Department, is required to attend court duty outside of his regular scheduled shift, shall be paid a minimum of two (2) hours pay for his court duty and reasonable travel time, at regular or overtime rate as is appropriate. The two (2) hour minimum will not apply when the court time runs contiguous to the employee's regular scheduled shift.

## **ARTICLE 24**

### **MILITARY LEAVE**

**Section 24.1.** The Employer shall grant a leave of absence, without pay, to an employee who enters active service in the Armed Forces of the United States and subsequent reemployment rights in accordance with existing applicable law.

**Section 24.2.** All employees who are members of the Ohio National Guard, the Ohio organized militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are performing service in the uniformed services as defined in Section 5923.05 of the Ohio Revised Code for up to twenty-two (22), eight (8) hour workdays or 176 hours for each calendar year in which they are performing services in the uniformed services. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. Employees who are members of those components listed herein will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. The leave will cover the official period of the emergency. This provision in no way abrogates a veteran's present or future rights.

**Section 24.3.** Employees who are members of those components listed above and who are called or ordered to military service for longer than a month for each calendar year, because of an executive order issued by the President of the United States, an act of Congress, or because of an order to perform duty issued by the Governor pursuant to Section 5919.29 or 5923.21 of the Revised Code are entitled, during the period designated in the act or order, to a leave of absence from their respective duties and to be paid during each monthly pay period of that leave, the lesser of:

- A. the difference between the employer's gross monthly wage or salary and the sum of the employee's gross military pay and allowances received that month;
- B. \$500.00.

No employee will receive payment under this section, if the sum of the employee's gross military pay and allowances received in the period exceeds the employee's gross wage or salary.

Leave of absence and pay shall include reasonable travel time from the last point of destination by the military to the employee's residence.

## **ARTICLE 25** **EDUCATION/TRAINING**

**Section 25.1.** The Employer and the OPBA agree that the training and development of employees within the bargaining unit is a matter of importance. Consequently, the Employer will, as funds permit, make available to all employees the training he deems necessary for the performance of the employees' presently assigned duties.

**Section 25.2.** An employee may request reimbursement for additional job related training. In all cases, such additional paid training shall be subject to the approval of the Sheriff. Any employee requesting to attend a training program, must submit a request to the Sheriff, in writing, stating the name of the training institution, the dates and times of the course, the course subject matter, and the

cost. This request must be submitted to the Sheriff at least ten (10) days in advance of the beginning date of the classes.

**Section 25.3.** Upon completion of the training under Section 25.2, a letter of verification from the institution shall be required to show successful completion before reimbursement will be made to the employee.

**Section 25.4.** Whenever employees are required to attend work related training sessions and all other mandatory training required by the Employer, they shall be given time off from work with pay to attend such programs, including any FLSA allowable travel time needed. Any reasonable costs incurred in such training shall be paid by the Employer, provided that they have been approved in advance.

## **ARTICLE 26**

### **HOURS OF WORK/OVERTIME**

**Section 26.1.** 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 or from establishing the work schedules of employees. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

**Section 26.2.** The normal work schedule for Deputy Sheriffs, Sergeants, and Lieutenants shall be two (2) consecutive twelve (12) hour workdays followed by two (2) consecutive days off. A three-day (3) consecutive work cycle will be every other weekend; either Friday, Saturday, and Sunday; or Saturday, Sunday, and Monday.

A sample schedule would be work Monday and Tuesday, off Wednesday and Thursday, then work Friday, Saturday, and Sunday. The following week would work the opposite days as in the previous week.

The normal work schedule for Corrections Officers shall be two (2) consecutive twelve (12) hour workdays followed by two (2) consecutive days off. If a Corrections Officer(s) requests to work the same schedule as deputy sheriffs it may be approved at the discretion of the Sheriff.

The normal workweek for Communications Technicians shall consist of forty (40) hours based on five (5) eight (8) hour workdays and two (2) days off. The workweek for Communications Technicians shall be computed between 12:01 a.m. on Sunday of each calendar week and 12:00 midnight the following Saturday.

**Section 26.3.** For the purpose of calculating overtime, hours of work shall be only those hours in the performance of assigned duties, Vacation and Holiday time, and Personal Leave and shall exclude

Injury Leave, Military Leave, and Sick Leave. There shall be no pyramiding of overtime pay or duplication of payments for hours worked or paid.

**Section 26.4.** When a Communications Technician is required by the Employer to work more than forty (40) hours in a calendar week as defined in Section 26.2 above, he shall be paid overtime pay for all time worked in excess of the forty (40) hours. Overtime pay shall be paid at the rate of one and one-half times the employee's regular hourly rate of pay.

**Section 26.5.** The work period for Deputy Sheriffs, Sergeants, Lieutenants, and Corrections Officers shall be twenty-eight (28) days, 168 hours. When a Deputy Sheriff, Sergeant, Lieutenant, or a Corrections Officer is required to work more than 168 hours during the established twenty-eight (28) day work period, he will receive overtime pay for time worked in excess of 168 hours. Overtime pay shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate of pay.

**ARTICLE 27**  
**CALL-IN PAY**

**Section 27.1.** Whenever an employee is called to work at a time other than his regular work schedule, thereby necessitating additional travel to and from work he shall be guaranteed two (2) hours work or pay upon arrival at the straight time or overtime rate whichever is appropriate in accordance with the other articles of the Agreement.

**Section 27.2.** It is understood that any call-in which starts prior to the regular shift and continues into the employee's regular shift or time worked immediately following the regular shift, shall not be eligible for the minimum as provided in Section 27.1 above.

**ARTICLE 28**  
**HOLIDAYS**

**Section 28.1.** All full-time employees are entitled to the following holidays:

New Year's Day	First day of January
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	30th day of May
Independence Day	Fourth day of July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11th day of November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25th day of December

**Section 28.2.** Holidays shall be observed on the dates designated by the Employer in December of each calendar year for the following calendar year.

**Section 28.3.** Employees accrue eighty (80) hours of holiday time per calendar year, except those employees working twelve (12) hour shifts shall receive 120 hours of holiday time.

**Section 28.4.** Employees shall be compensated for holidays in the following manner:

- a.) All employees may receive holiday pay at one and one-half (1 ½) times the employee’s regular hourly rate of pay for eight (8) hours or twelve (12) hours, depending upon the employee’s work schedule [eight (8) hour or twelve (12) hour shift] for any or all of the above designated holidays. If an employee elects to take the holiday as time off in lieu of holiday pay, the employee will be paid at his straight time regular hourly rate of pay for eight (8) hours or twelve (12) hours, depending upon the employee’s work schedule. Additional hours worked on a holiday will not result in additional holiday pay. Holiday pay will be paid after the holiday. An employee’s decision to use holiday time to take time off on any of the last four (4) holidays in a calendar year shall be scheduled subject to approval of the Employer.
- b.) No holiday hours can be carried over to the next year.

**Section 28.5.** In order to receive holiday pay/time for a particular holiday, the employee must either work or be on approved leave for his/her regularly scheduled shift immediately before such holiday, the day of the holiday if the employee is scheduled to work on the holiday, and his/her regularly scheduled shift immediately after such holiday. For purposes of this section “approved leave” includes: 1) approved personal, vacation, sick, or holiday time; and, 2) time off attributable to the receipt of workers compensation benefits. If an employee is taking sick time for the day(s) identified in this section for either his/her own illness or injury or the serious illness or injury of a member of the employee’s immediate family, the employer may require the employee to provide medical verification of the illness or injury from a licensed physician for the employee to receive holiday pay/time for that particular holiday.

**ARTICLE 29**  
**VACATION**

**Section 29.1. Communications Technicians Only.** 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 with the Employer, and is as follows:

<b><u>Length of Service</u></b>	<b><u>Vacation Hours</u></b>
Less than one year	None
1 year but less than 8 years	80
8 years but less than 15 years	120
15 years but less than 25 years	160
25 years or more	200

**Section 29.1A. Deputies, Sergeants, Lieutenants, Corrections Officers Only.** 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 with the Employer, and is as follows:

<u>Length of Service</u>	<u>Vacation Hours</u>
Less than one year	None
1 year but less than 8 years	84
8 years but less than 15 years	126
15 years but less than 25 years	168
25 years or more	210

**Section 29.2. Communications Technicians Only.** Vacation is credited each biweekly pay period at the following rates:

- A. For those entitled to eighty (80) hours annual vacation: 3.1 hours per pay period.
- B. For those entitled to 120 hours annual vacation: 4.6 hours per pay period.
- C. For those entitled to 160 hours annual vacation: 6.2 hours per pay period.
- D. For those entitled to 200 hours annual vacation: 7.7 hours per pay period.

To be eligible for vacation credit, an employee must be in active pay status a minimum of seventy-two (72) hours within that pay period.

**Section 29.2A. Deputies, Sergeants, Lieutenants, Corrections Officers Only.** Vacation is credited each biweekly payperiod at the following rates:

- A. For those entitled to eighty-four (84) hours annual vacation: 3.24 hours per pay period.
- B. For those entitled to 126 hours annual vacation: 4.85 hours per pay period.
- C. For those entitled to 168 hours annual vacation: 6.47 hours per pay period.
- D. For those entitled to 210 hours annual vacation: 8.08 hours per pay period.

To be eligible for vacation credit, an employee must be in active pay status a minimum of seventy-two (72) hours within that pay period.

**Section 29.3.** The Employer will schedule employees' vacation time off as the operational needs of the Department permit. An employee shall not be permitted to take vacation leave prior to it being earned.

**Section 29.4.** Vacation leave is to be taken within twelve (12) months following the employee's anniversary date. An employee may carry over unused vacation. Carry over of accumulated vacation will not exceed three (3) years of vacation entitlement.

**Section 29.5.** Employees who are separated are entitled to compensation at their current rate of pay for any authorized earned but unused vacation leave to his or her credit at the time of separation. In case of death of an employee such unused vacation leave shall be paid to the employee's surviving spouse or to the estate of the deceased.

**Section 29.6.** Vacation may be taken in not less than two (2) hour increments.

### **ARTICLE 30** **SICK LEAVE/PERSONAL LEAVE**

**Section 30.1. Crediting of Sick Leave.** Sick leave shall be earned by full-time employees at the rate of eighty (80) hours per year in active pay status. The credit shall be made beginning the first day of the calendar year if the employee is in active pay status at that time. Credit shall be reduced by 3.07 hours for each pay period the employee is not in full-time or active pay status.

**Section 30.2. 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 and hours for which they would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or pay period earnings.

**Section 30.3. Evidence Required for Sick Leave Usage.** An employee requesting sick leave shall complete the Application For Use of Sick Leave Form. The employee shall submit to a medical examination, home visit or other inquiry which the Employer deems necessary to verify use of sick leave exceeding two (2) shifts. The Employer may require an employee to furnish a certificate stating the nature of the employee's illness or that the employee was required to care for a family member from a licensed physician or dentist to justify the use of sick leave. Falsification of either the Application For Use of Sick Leave or a physician's certificate shall be grounds for dismissal.

**Section 30.4. Notification by Employee.** When an employee is unable to report to work he shall notify his immediate supervisor or other designated person, no less than one (1) hour prior to the time he is scheduled to report to work on each day of absence, unless other arrangements are made with the employee's supervisor.

**Section 30.5. Sick Leave Uses.** Sick leave may be granted to an employee upon approval of the Employer for the following reasons:

- A. Illness or injury of the employee;
- B. Serious illness or injury of a member of the employee's immediate family where attention by the employee is reasonably necessary;

- C. Exposure of employee or a member of the employee's immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;
- D. Death of a member of the employee's immediate family (sick leave usage limited to time actually required to make funeral arrangements and attend funeral-maximum limit of five [5] days);
- E. Medical, dental, or optical examinations or treatment of employee or a member of his or her immediate family which requires the employee;
- F. Pregnancy, childbirth, and/or related medical conditions.

For the purposes of this Section, the immediate family is defined as: spouse, mother, father, brother, sister, child, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian, or other person who stands in the place of a parent.

**Section 30.6. 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 discipline up to and including dismissal and refund of salary or wage paid.

**Section 30.7.** Employees who have exhausted all sick leave and vacation leave credits may, at the discretion of the Sheriff, be granted a leave of absence without pay for a period not to exceed six (6) months. Illnesses exceeding six (6) months shall be treated as disability separation. An employee may remain on disability separation, subject to return to work upon satisfactory recovery, for a period of eighteen (18) months.

The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the physical or mental capability to perform the essential duties of his position. If found not qualified, the employee may be placed on a job he can perform without limitations or on sick leave or disability leave. The cost of such examination shall be paid by the Employer.

**Section 30.8. Unused Sick Leave.** The base pay period, for purposes of this Article is the pay period which includes the first day of December of any year. If any employee has an unused balance of sick leave as of the last day of the pay period immediately preceding the next base pay period, that employee may utilize one (1) of the following options:

- A. Carry forward the balance of sick leave credit.
- B. Convert up to forty (40) hours of sick leave credit to a cash benefit payment. This conversion shall be at the rate of one (1) hour of payment for every one (1) hour of unused sick leave credit. This option is only available to those employees who have a combined balance of eighty (80) hours sick and personal leave credit as of the last day of the pay period immediately preceding the next base pay period. The balance of sick leave credit for those

employees with less than eighty (80) hours combined sick and personal leave credit shall automatically be carried forward. Remaining sick leave credit not converted to a cash benefit payment shall also be carried forward for those employees who qualify for the conversion option.

The employee must notify the Employer, in writing, of the option desired, no later than the pay period which includes the first day of November. If the employee fails to notify the Employer of the desired option, the unused sick leave balance shall automatically be carried forward.

The options for conversion of sick leave shall only be utilized for sick leave credited to an employee following the last base pay period. All sick leave balances which are carried forward shall be excluded from further cash benefits.

Any employee who separates from service, other than retirement, shall not be eligible for the conversion of unused sick leave credit.

**Section 30.9. Conversion of Sick Leave Upon Retirement.** An employee with more than ten (10) years of service with the Employer who retires from active service under the provisions of PERS shall be paid for thirty percent (30%) of the value of their credited and carried over but unused sick leave, up to a maximum payment of four hundred eighty (480) hours. This payment shall be based on the employee's rate of pay at the time they apply for retirement under the applicable State retirement program.

**Section 30.10. Conversion of Sick Leave Upon Death.** In the event of the death of an employee who had at least ten (10) year service with the Employer, credited and carried over but unused sick leave shall be paid to the surviving spouse or estate of the deceased. Payment made under this provision shall be in accordance with the provision for the conversion of sick leave upon retirement.

**Section 30.11. Personal Leave Credit.** Personal leave shall be earned by full-time employees at the rate of sixteen (16) hours per year in active pay status. The credit shall be made beginning the first day of the calendar year if the employee is in active pay status at that time. Credit shall be reduced by .6 of one hour for each pay period the employee is not in full-time or active pay status.

**Section 30.12. Charging of Personal Leave.** Personal leave shall be charged in minimum units of one (1) hour. An employee shall be charged personal leave only for the days and hours for which they would have otherwise been scheduled to work, but not to include overtime. Personal leave payment shall not exceed the normal scheduled workday earnings.

**Section 30.13. Notification by Employee.** Any employee requesting personal leave for any legitimate reason shall notify his immediate supervisor at least one (1) full working day in advance of the personal leave day. Exceptions may be made for emergency situations. Requests shall be made through the completion of the Application for Use of Personal Leave form.

**Section 30.14. Personal Leave Uses.** Personal Leave may be granted to an employee upon approval by the Employer for the following reasons:

- A. Non Department/Personal mandatory court appearances before a court of law and in a matter in which the employee is party or whose presence is required.
- B. Legal or business matters which could not normally be conducted by an employee during hours other than normal scheduled work hours.
- C. Family emergencies of a nature that require an employee's immediate attention.
- D. Unusual family obligations which could not normally be conducted by an employee during hours other than normally scheduled work hours.
- E. Examinations such as medical, psychological, dental, or optical examination of the employee, or the employee's immediate family.
- F. Weddings of members of the immediate family.
- G. Religious holidays which fall on a normally scheduled work day for an employee.
- H. Other legitimate and necessary personal matters.

Personal leave may not be used to extend an employee's date of resignation or retirement.

**Section 30.15. Unused Personal Leave.** If any employee has an unused balance of personal leave, as of the last day of the pay period immediately preceding the next base period, that employee may choose one (1) of the following options:

- A. Carry forward the balance of personal leave credit (up to sixteen [16] hours for an employee in active pay status).
- B. Convert the remaining personal leave to accumulated sick leave to be used in the manner provided in Section 30.8.
- C. Receive payment for all or part of the personal leave balance at the rate of one (1) hour of pay for every one (1) hour of unused personal leave credit.

The employee must notify the Employer in writing, of the option desired, no later than the pay period which includes the first day of November. If the employee fails to notify the Employer of the desired option, the unused personal leave balance shall automatically be carried forward up to a maximum of sixteen (16) hours.

Unused personal leave may not be carried forward in excess of forty (40) hours. All personal leave in excess of forty (40) hours shall automatically be converted to cash benefit payment at the rate of one (1) hour of pay for each one (1) hour of unused personal leave.

**Section 30.16. Conversion of Personal Leave Upon Separation.** For the purpose of this Section, "separation" shall mean any voluntary or involuntary termination from service, including resignation, retirement, removal from service, and layoff.

Any employee who has accumulated personal leave credit under this Article shall be entitled to convert, upon separation from service, all accumulated personal leave credit to a cash benefit payment. Such payment shall be at a rate equal to the employee's base rate of pay at the time of separation.

**Section 30.17. Conversion of Personal Leave Upon Death.** In the event of the death of an employee who has legally been credited and carried over personal leave, such leave shall be paid to the employee's spouse or the estate of the deceased. Payment made under this provision shall be made in accordance with the provisions of personal leave upon separation.

## **ARTICLE 31** **INJURY LEAVE**

**Section 31.1.** In the event a bargaining unit employee is injured while in the performance of his duties, the employee will receive full pay for a period of time he is actually disabled, as certified by a physician, but for no longer than three (3) months from the date of the injury. If the injury is determined to require additional recovery time by a licensed physician, such additional injury leave for a period not to exceed three (3) additional months may be granted at the discretion of the Sheriff. The employee, to be eligible for compensation, shall submit a Report of Injury form within twenty-four (24) hours of the injury or if unable to submit a Report of Injury, the supervisor shall submit the report. The receipt of compensation under this article shall not affect the accrual of seniority or benefits. Application for Workers' Compensation shall be made by the employee simultaneous to application for injury leave and upon approval of the claim by the Ohio Bureau of Workers' Compensation, the employee shall pay to the Employer all compensation benefits paid by Workers' Compensation for the period during which the employee received full pay. If Workers' Compensation benefits are denied, the employee shall be deemed ineligible for any injury leave benefits.

**Section 31.2.** The employee shall sign a release of information which will allow the Employer to examine the medical records of the employee and the employee may be required to submit to a physical examination by a physician of the Employer's choice and at the Employer's expense, for the purpose of establishing the validity of the employee's claim for injury leave. If the employee is found to be in violation of any law or department rule or is determined to have been negligent resulting in the injury, he shall be denied injury leave.

**Section 31.3.** Injury leave as described by Section 31.1 and 31.2 of this article shall for no reason exceed six (6) months.

**Section 31.4.** The Employer will develop a transitional work/modified duty policy for bargaining unit employees injured during the course of their employment with the County. The purpose of transitional work will be to provide such injured employees, who cannot effectively perform the essential functions of their position, the opportunity to continue working for a limited duration, during such period of temporary partial disability with the physician's and Employer's approval.

## **ARTICLE 32** **FAMILY AND MEDICAL LEAVE**

**Section 32.1.** Eligible bargaining unit employees shall be provided Family and Medical Leave in accordance with the Family and Medical Leave Act of 1993. The Employer may promulgate policies in furtherance of the Family and Medical Leave Act that do not conflict with this Agreement or applicable law. References herein to the Family and Medical Leave Act of 1993 include subsequent amendments and attendant regulations.

## **ARTICLE 33** **LIABILITY INSURANCE**

**Section 33.1.** The Employer shall continue to provide the \$1,000,000 professional liability insurance policy for the term of this Agreement.

## **ARTICLE 34** **DRUG/ALCOHOL TESTING**

**Section 34.1.** Drug/alcohol testing may be conducted on employees during duty hours upon reasonable suspicion that the employee is under the influence of or is abusing controlled substances or alcohol.

Reasonable suspicion may be based upon, but not limited to:

Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol; a pattern of abnormal conduct or erratic behavior; arrest or conviction for a drug or alcohol-related offense; or facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Drug screening tests will only be ordered by the Sheriff. The Sheriff will, when feasible, observe the employee suspected of drug/alcohol use/abuse before ordering the test.

**Section 34.2.** Random drug/alcohol testing may be conducted on any employee whose duties involve the potential for drug interdiction (Deputy Sheriffs, Sergeants, Lieutenants, and Corrections Officers) or who carry a duty weapon. Such shall be conducted during duty hours.

Random testing of employees may not exceed 25% of the total number of employees subject to random testing in the Sheriff's Office in a twelve (12) month period. The testing agency or applicable outside entity shall determine the time, date, and selection of personnel to be tested.

**Section 34.3.** Post incident drug/alcohol testing will be conducted whenever an employee is involved in an auto accident, a physical altercation, the discharge of a firearm, or whenever there has been an allegation of the excessive use of force.

**Section 34.4.** All drug screening tests shall be by urine sample and shall be conducted by medical laboratories meeting the standards of the National Institute of Drug Abuse and the National Institute of Health. The result of a screening test shall not be considered positive until it has been confirmed by a gas Chromatography/Mass Spectrometry full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. The split sample method of collection shall be used following prescribed testing procedures. "Controlled substance" means any controlled substance contained in Schedules I through V of Section 202 of the Controlled Substances Act (21 USC 812); or as defined in O.R.C. Section 3719.01.

**Section 34.5.** Alcohol testing shall be by breathalyzer administered by a certified breath alcohol technician (BAT) and done in the manner used to detect drivers operating a motor vehicle under the influence. A positive result of .04 B.A.C. shall entitle the Employer to proceed with discipline.

**Section 34.6.** The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

**Section 34.7.**

1. If a drug confirmation test is positive, the employee may, upon written request and at the employee's expense, have the split sample retested by a certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.
2. In the event the split sample test confirms the results of the first test, the Employer may proceed with the sanction as set forth in this article.
3. In the event that the split sample test contradicts the result of the first test, the split sample result is determined to be the final result. If the split sample result is negative, the employee will be reimbursed for the cost of the test. The results of this test, if positive, shall allow the

Employer to proceed with sanctions as set forth in this article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

**Section 34.8.** The name of the testing laboratory shall be maintained by the Employer. This facility shall conduct any testing directed by the Employer.

**Section 34.9.** If after the testing required above has produced a positive result, the Employer may take disciplinary action and/or require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days and vacation leave for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to his former position. Such employee may be subject to periodic retesting upon his return to his position. Any employee in a rehabilitation or detoxification program in accordance with this article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay for a period not to exceed thirty (30) days. Nothing in this article shall require the Employer to offer the employee the opportunity for rehabilitation in lieu of, or prior to, disciplinary action including termination.

**Section 34.10.** If the employee refuses to undergo rehabilitation or detoxification, or if he tests positive during a retesting after his return to work from such a program, the employee shall be subject to disciplinary action, including removal from his position and termination of his employment.

**Section 34.11.** Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

**Section 34.12.** Each employee is required to notify his/her supervisor about the use of any medication prescribed by a physician when that physician has advised the employee that the drug's use may prevent the employee from performing his/her job safely.

## **ARTICLE 35** **DURATION**

**Section 35.1.** This Agreement shall be effective as of October 1, 2016 and shall remain in full force and effect until midnight, September 30, 2019; provided, however, it shall be renewed automatically on its termination date for another year in the form in which it has been written unless one party gives written notice as provided herein.

**Section 35.2.** If either party desires to modify or amend this Agreement, it shall notify the other in writing of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration

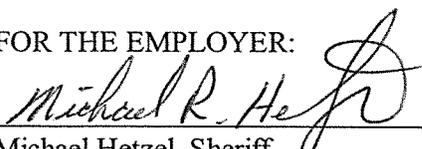
date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice of intent shall be given by regular U.S. mail.

**Section 35.3.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the OPBA, and all prior agreements and practices either verbal or written, are hereby cancelled.

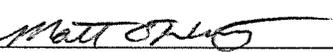
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed to and have executed this Agreement at Wyandot County, Ohio, this 29 day of September, 2016.

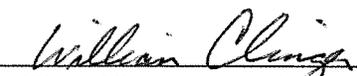
FOR THE EMPLOYER:

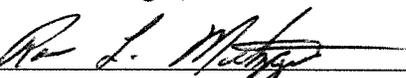
  
Michael Hetzel, Sheriff

FOR THE OPBA:

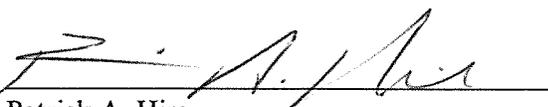
  
  
  

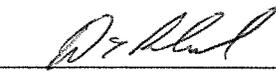

FOR THE WYANDOT COUNTY COMMISSIONERS:

  
William Clinger, Commissioner

  
Ron Metzger, Commissioner

\_\_\_\_\_  
Steven J. Seitz, Commissioner

  
Patrick A. Hire  
Management Consultant

  
Douglas D. Rowland  
Wyandot County Prosecutor

**LETTER OF UNDERSTANDING #1**

The Wyandot County Board of Commissioners agree to establish a Group Health Insurance Committee with representatives from each department under the jurisdiction of the Board of Commissioners to review and make recommendations to the Board of Commissioners regarding the Health Insurance Plan, alternative services and cost containment programs.

The Sheriff's Department will have as its representative a member of one of the Bargaining Units.

The Board of Commissioners retain all rights and authority for final decisions, and selection and contracting of all services for health insurance coverage.

FOR THE EMPLOYER:

William J. Clinger  
Don L. Metzger  
Michael R. Heff

Date: 9/29/16

FOR THE UNION:

Mark Wheeler  
Scott H...  
Mark ...

Date: Sept. 29, 2016  
Dwight B. Krause

**LETTER OF UNDERSTANDING #2**

Employees who wish to change their shift assignment may submit their request in writing to the Sheriff, and the Sheriff will, based upon operational considerations and the efficiency of the Department, take such requests into consideration when making shift assignments.

Any such determination by the Sheriff shall not be grievable.

FOR THE EMPLOYER:

William J. Clinger  
Rev. L. Meyer  
Michael R. He  
Date: 9/29/16

FOR THE UNION:

Mark Colclough  
Scott J.  
Mark Orlowski  
Date: Sept. 29, 2016  
Dwight D. Keesom

**LETTER OF UNDERSTANDING #3  
ONE TIME OPTION VACATION CONVERSION  
WYANDOT COUNTY SHERIFF'S OFFICE**

Vacation conversion to pay may be permitted no more often than one (1) time per year for the cash in of earned vacation time under the following conditions:

1. To be eligible for this benefit, an employee must have at least ten (10) years of service with Wyandot County Sheriff's Office.
2. An eligible employee may request a maximum payment for an amount equal to the vacation that was actually earned during that current year, and the Employee must have double [two (2) times] that amount on the books accumulated for use (i.e., if an employee has 200 hours on the books, he or she may cash in up to 100 hours).
3. An employee that is eligible and wishing to take advantage of this program must request to the Sheriff in writing to be paid for the vacation he or she is requesting, along with how many hours the eligible employee currently has on the books.
4. There is no requirement by the Employer for any employee to utilize this program, and no requirement that an employee be required to utilize this program in lieu of taking the vacation time according to the Collective Bargaining Agreement.
5. The cash in of vacation shall be based on the employee's current straight time hourly rate of pay.
6. Before an employee may request optional vacation conversion, the employee must schedule and use a minimum of 40 hours of vacation time in the calendar year prior to the conversion.
7. The Sheriff may suspend this program if funds are not available to pay the cash in of vacation time and has notified the Union in writing of the lack of funds.

FOR THE EMPLOYER:

William J. Clinger  
Ron J. Metzger  
Michael R. Hef

Date: 9/29/16

FOR THE UNION:

Mike Votched  
Earl A. [Signature]  
macon [Signature]

Date: Sept. 29, 2016

Dypt D. Lewis

**MEMORANDUM OF UNDERSTANDING**  
**Between Wyandot County Sheriff and**  
**Ohio Patrolmen's Benevolent Association**  
**SERB Case Number 2016-MED-06-0653**

The Wyandot County Sheriff, hereinafter referred to as the ("Employer") and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the ("Union") enter into this "Memorandum of Understanding" (MOU) with the purpose of modifying the terms of their collective bargaining agreement as set forth below. This MOU commenced on a trial basis effective February 1, 2016, and after being ratified by the Union will remain in effect until September 30, 2019. The modifications of the CBA as set forth herein shall only apply to Communications Technicians.

The purpose of the MOU is to establish, on a trial basis, a twelve (12) hour shift schedule for those bargaining unit members who are Communications Technicians. At either party's discretion, the twelve (12) hour shift schedule may be terminated by giving a fourteen (14) day written notice to the other party. Once the notice to terminate has been given, the twelve (12) hour schedule will terminate at the end of the next full schedule. In the event notice is given, all employees will revert back to the schedule that is contained in the collective bargaining agreement.

The parties agree that this agreement shall not be deemed by the parties to be inconsistent with the terms of the Collective Bargaining Agreement; however, the following Articles shall be modified as part of this Memorandum of Understanding for as long as the twelve (12) hour shift schedule set forth herein for Communications Technicians is in effect.

**ARTICLE 25, EDUCATION/TRAINING:**

**Section 25.4.** Whenever employees are required to attend work related training sessions and all other mandatory training required by the Employer, they shall be given time off from work with pay to attend such programs, including any FLSA allowable travel time needed. Employees on a twelve (12)-hour day schedule have the option to take leave time or work for the remainder of their shift after their eight (8) hour training day. Any reasonable costs incurred in such training shall be paid by the Employer, provided that they have been approved in advance.

**ARTICLE 26, HOURS OF WORK/OVERTIME:**

**Section 26.2.** The normal work schedule for Deputy Sheriffs, Sergeants, and Lieutenants shall be two (2) consecutive twelve (12) hour workdays followed by two (2) consecutive days off. A three-day (3) consecutive work cycle will be every other weekend; either Friday, Saturday, and Sunday; or Saturday, Sunday, and Monday.

A sample schedule would be work Monday and Tuesday, off Wednesday and Thursday, then work Friday, Saturday, and Sunday. The following week would work the opposite days as in the previous week.

The normal work schedule for Corrections Officers shall be two (2) consecutive twelve (12) hour workdays followed by two (2) consecutive days off. If a Corrections Officer(s) requests to work the same schedule as deputy sheriffs it may be approved at the discretion of the Sheriff.

The normal workweek for Communications Technicians shall consist of forty (40) hours based on two (2) consecutive twelve (12) hour workdays followed by two (2) consecutive days off. A three-day (3) consecutive work cycle will be every other weekend; Friday, Saturday, and Sunday. Additionally, each Communications Technician shall be required to work a four (4) hour shift each Tuesday. The schedule for February, March, and April shall be as attached. Additional schedules will be patterned after the attached schedules for the remainder of this agreement. The workweek for Communications Technicians shall be computed between 12:01 a.m. on Sunday of each calendar week and 12:00 midnight the following Saturday.

## **ARTICLE 28, HOLIDAYS:**

**Section 28.3.** Employees accrue eighty (80) hours of holiday time per calendar year, except those employees working twelve (12) hour shifts shall receive 120 hours of holiday time. For the duration of this agreement, Communications Technicians shall continue to accrue eighty (80) hours of holiday time per calendar year.

**Section 28.4.** Employees shall be compensated for holidays in the following manner:

- a.) All employees may receive holiday pay at one and one-half (1 ½) times the employee's regular hourly rate of pay for eight (8) hours or twelve (12) hours, depending upon the employee's work schedule [eight (8) hour or twelve (12) hour shift] for any or all of the above designated holidays. If an employee elects to take the holiday as time off in lieu of holiday pay, the employee will be paid at his straight time regular hourly rate of pay based on the applicable daily schedule. Additional hours worked on a holiday will not result in additional holiday pay. Holiday pay will be paid after the holiday. An employee's decision to use holiday time to take time off on any of the last four (4) holidays in a calendar year shall be scheduled subject to approval of the Employer.
- b.) No holiday hours can be carried over to the next year.

(Signature lines on following page)

FOR THE SHERIFF:

Michael R. Heff

FOR THE OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION:

Mark Wolchell

[Signature]

[Signature]

Dwight D. Keenan

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DATE SIGNED: 9/29/16

DATE SIGNED: Sept. 29, 2016